

AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/ COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY

COUNCIL CHAMBERS
CIVIC CENTER
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, FEBRUARY 16, 2016 – 6:00 PM

ORDER OF BUSINESS: Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Sessions begin at 5:00 p.m. or such other time as noted. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

REPORTS: All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website **www.nationalcityca.gov**.

PUBLIC COMMENTS: Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

WRITTEN AGENDA: With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of

RON MORRISON Mayor

JERRY CANO Vice Mayor

ALBERT MENDIVIL
Councilmember

MONA RIOS Councilmember

ALEJANDRA SOTELO-SOLIS Councilmember

1243 National City Blvd. National City 619-336-4240

Meeting agendas and minutes available on web

WWW.NATIONALCITYCA.GOV

the agenda and separately considered, upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.

Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audiófonos están disponibles en el pasillo al principio de la junta.

COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS

AWARDS AND RECOGNITIONS

PRESENTATIONS

1. <u>Implementing San Diego Forward: The Regional Plan and the potential for a new regional funding source - San Diego Association of Governments (SANDAG) - Charles "Muggs" Stoll - Director of Land Use and Transportation Planning.</u>

INTERVIEWS / APPOINTMENTS

CONSENT CALENDAR

- 2. Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)
- 3. Approval of the Minutes of the Regular Meeting of the City Council and Community Development Commission Housing Authority of the City of National City of January 5, 2016. (City Clerk)
- 4. Resolution of the City Council of the City of National City authorizing the Mayor to execute an Agreement with Rady Children's Hospital-San Diego for a three-year term and a not-to-exceed amount of \$300,000 to provide on-call support services for National City's Safe Routes to School Program. (Engineering/Public Works)
- 5. Resolution of the City Council of the City of National City authorizing the Mayor to enter into an Agreement with the Sweetwater Union High School District for partial funding of the School Resource Officer Program. The City of National City will be reimbursed \$84,000 for FY2016 and \$84,000

- for FY2017 by the Sweetwater Union High School District, for a two-year total of \$168,000 for Police School Resource Officer Services. (Police)
- 6. Resolution of the City Council of the City of National City authorizing the Mayor to execute a second amendment to the software maintenance agreement with Northrop Grumman Systems Corporation amending the December 1, 2017 agreement expiration date contained in the First Amendment to February 29, 2016 and reducing the not-to-exceed amount for this revised term to \$12,765.00. (MIS)
- 7. Resolution of the City Council of the City of National City waiving the bid process pursuant to section 2.60.110(B) of the National City Municipal Code and authorizing the Mayor to execute a one year software maintenance agreement with Cohero in the total not-to-exceed amount of \$104,000 to support the Northrop Grumman Law Enforcement Records Management System. (MIS)
- 8. Temporary Use Permit National City Host Lions Club 71st Annual Independence Day Carnival sponsored by the National City Host Lions Club at Kimball Park from June 30, 2016 to July 4, 2016. This is a City cosponsored event per Council Policy No. 804. (Neighborhood Services)
- 9. Investment Report for the quarter ended December 31, 2015. (Finance)
- 10. National City Sales Tax Update Newsletter Third Quarter 2015 (Finance)
- 11. Warrant Register #26 for the period of 12/23/15 through 12/29/15 in the amount of \$0.00. (Finance)
- 12. Warrant Register #27 for the period of 12/30/15 through 01/05/16 in the amount of \$2,159,182.21. (Finance)
- 13. Warrant Register #28 for the period of 01/06/16 through 01/12/16 in the amount of \$956,417.65. (Finance)

PUBLIC HEARINGS

14. Public Hearing - Conditional Use Permit for a wireless communications facility at 1320 Highland Avenue. (Applicant: Verizon Wireless) (Case File 2015-24 CUP) (Planning)

ORDINANCES FOR INTRODUCTION

15. An Ordinance of the City Council of the City of National City amending Titles 7 and 11 of the National City Municipal Code pertaining to recreational vehicles. (Neighborhood Services)

ORDINANCES FOR ADOPTION

NON CONSENT RESOLUTIONS

NEW BUSINESS

- 16. Temporary Use Permit "Ragnar Relay SoCal 2016" running relay race sponsored by Ragnar Events LLC in partnership with the Orange County Child Abuse Prevention Center on April 2, 2016 from 9 a.m. to 6 p.m. with no waiver of fees. (Neighborhood Services)
- 17. <u>Temporary Use Permit The Campagnolo GranFondo San Diego sponsored by GranFondo Cycling Tours on April 10, 2016 from 7:15 a.m. to 5 p.m. with no waiver of fees. (Neighborhood Services)</u>
- 18. <u>Seeking City Council direction and request authorization to begin negotiating terms with Southwestern College for a National City Aquatic Center Operating Agreement. (Community Services)</u>
- 19. <u>Proposal from the Miss National City Alumni to produce and manage Miss National City Pageant. (Community Services)</u>

B. COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY

PUBLIC HEARINGS- HOUSING AUTHORITY

CONSENT RESOLUTIONS- HOUSING AUTHORITY

NON CONSENT RESOLUTIONS- HOUSING AUTHORITY

NEW BUSINESS- HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

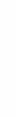
20. PRESENTATION: 2015 Legislative Update (City Attorney)

MAYOR AND CITY COUNCIL

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday -March 1, 2016 - 6:00 p.m. - Council Chambers - National City, California. The following page(s) contain the backup material for Agenda Item: Implementing San Diego Forward: The Regional Plan and the potential for a new regional funding source - San Diego Association of Governments (SANDAG) - Charles "Muggs" Stoll - Director of Land Use and Transportation Planning.







National City - City Council Meeting

February 16, 2016

SANDAG

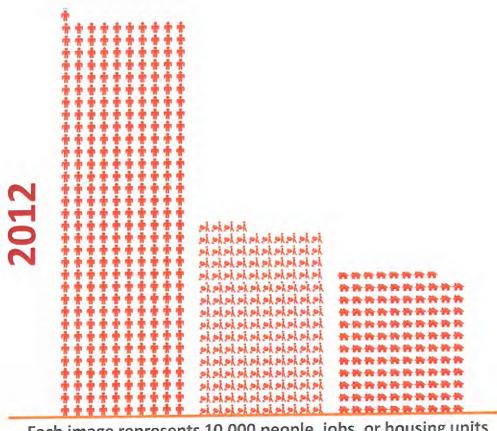
Charles "Muggs" Stoll - Director of Land Use and Transportation Planning

Looking Forward

- San Diego Forward: The Regional Plan
 - Unanimously adopted in October 2015
 - \$204 billion investment
 - Creates more transportation choices
 - Fuels economy and protects environment
 - Provides projects and programs throughout the region
- TransNet is key to our success
- Regional Plan also depends on new local funding
- SANDAG is exploring options for potential ballot measure



The Region's Population Will Grow 30 Percent by 2050





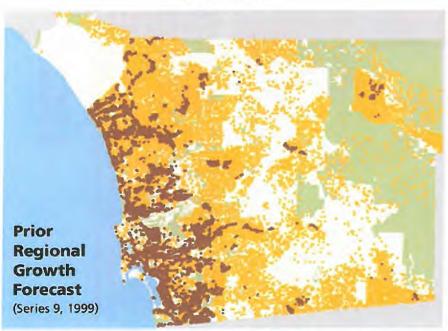




Projected Land Use in...



1999

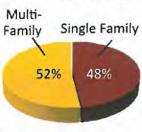


Open Space

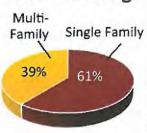


Development

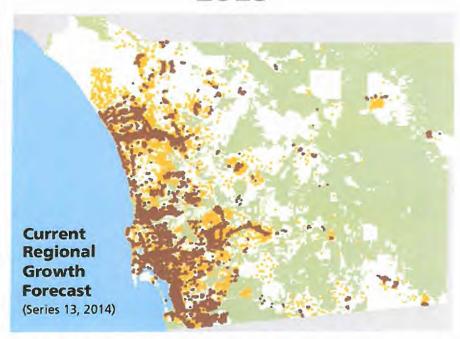
New Housing



Total Housing



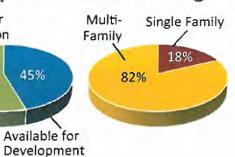
2015



Open Space



New Housing



Total Housing

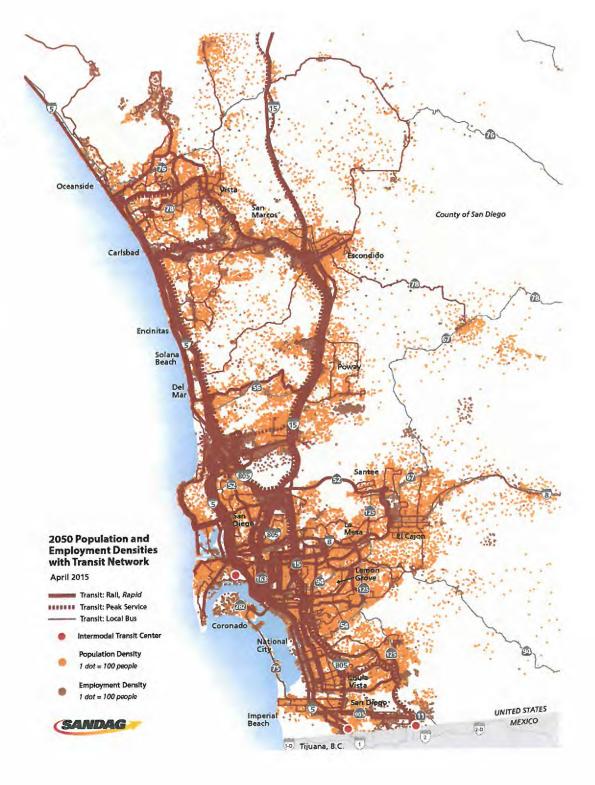






2050: \$101 Billion in *More Transit Choices*

- Five new Trolley lines
- 32 new Rapid routes
- SPRINTER express service and extension
- Continued COASTER double-tracking
- Four new streetcar lines
- Three new intermodal transit centers



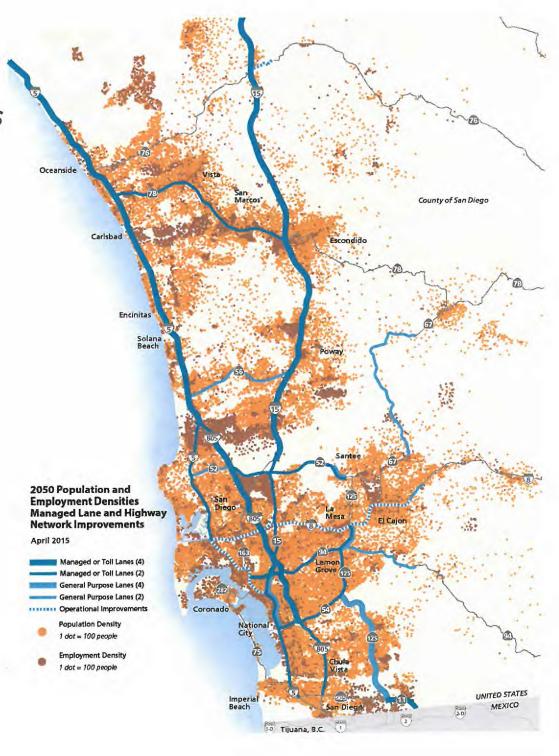


2050: *More Managed Lane Choices*

- 160 miles of Managed Lanes
- Operational improvements
- Highway lanes
- New HOV and highway connectors



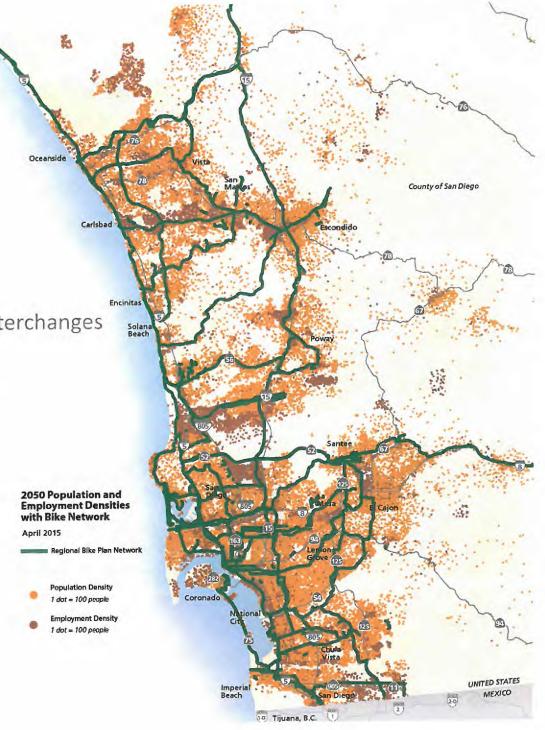




2050: More Biking and Walking Choices

- \$5 billion investment
- 275 miles of bikeways
- Additional investments
 - » Safe routes to transit
 - » Safety improvements at highway interchanges
 - » Safe routes to school programs
 - » Local bike and pedestrian projects





Incorporating Innovative Technology and Maximizing Our Transportation System



















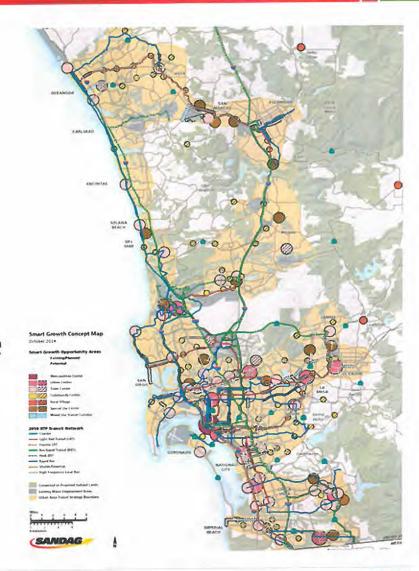






Regional Plan- Planning for Sustainability

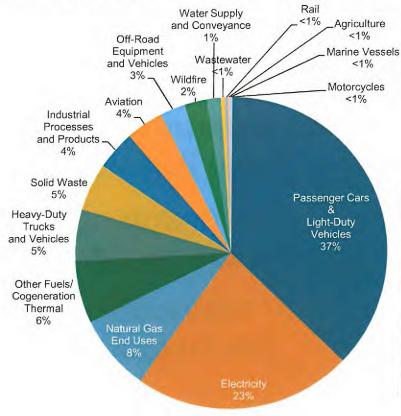
- Preserving our environment
- Creating vibrant communities
- Providing more transportation choices
- Addressing climate change



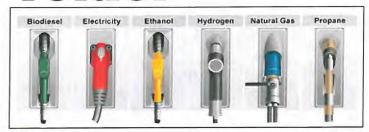


Energy and Climate Change

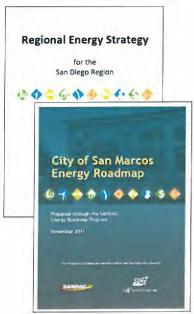
Greenhouse Gas Inventory for San Diego Region 2012



refuel



San Diego Regional Alternative Fuel Coordinating Council



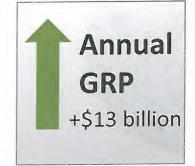


Source: Energy Policy Initiatives Center (EPIC), August 2015



Regional Plan brings Jobs and increases Gross Regional Product

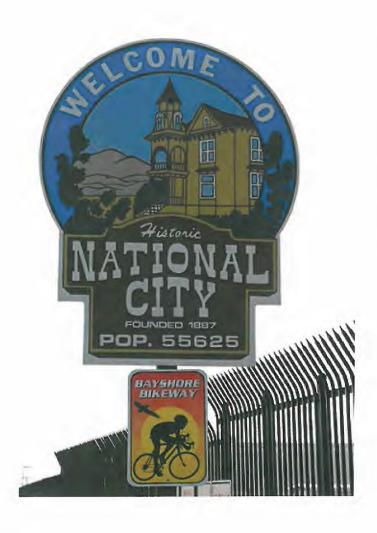








South County



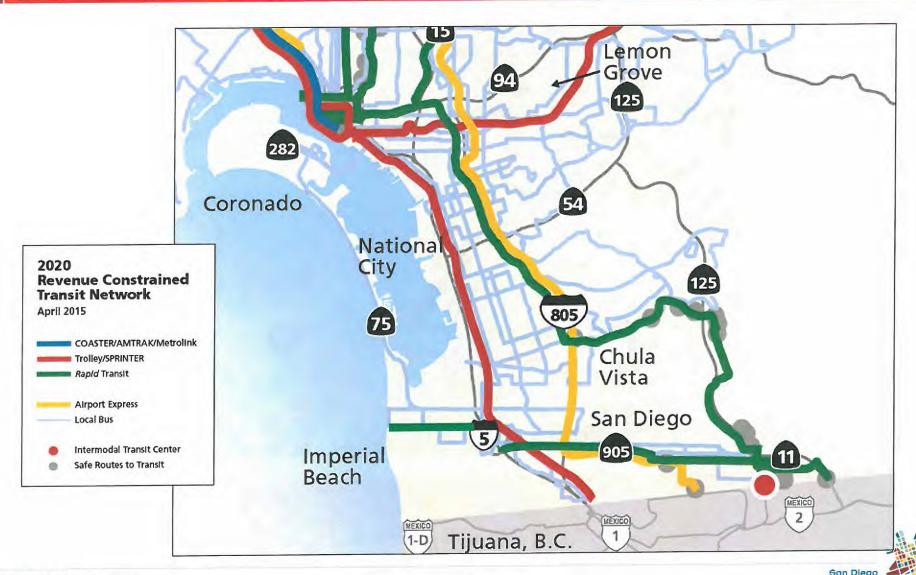




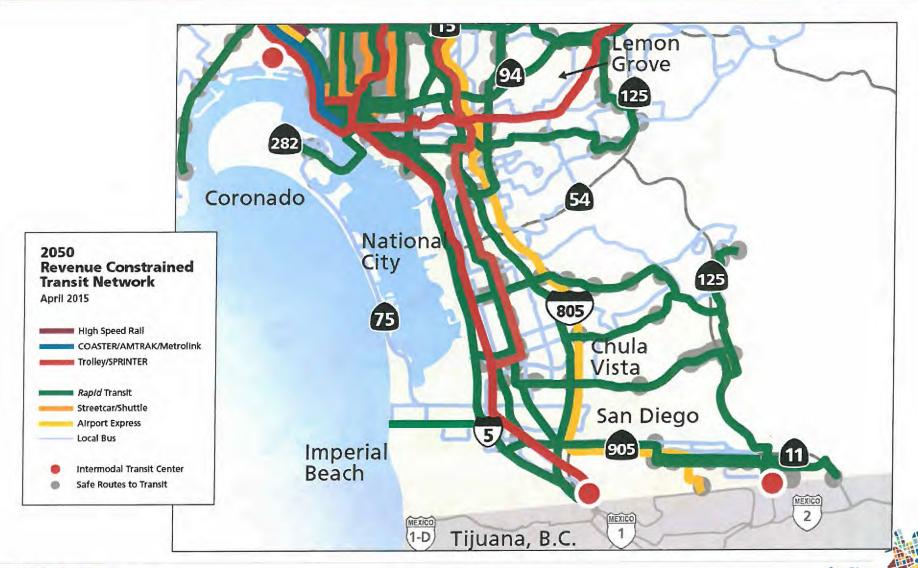




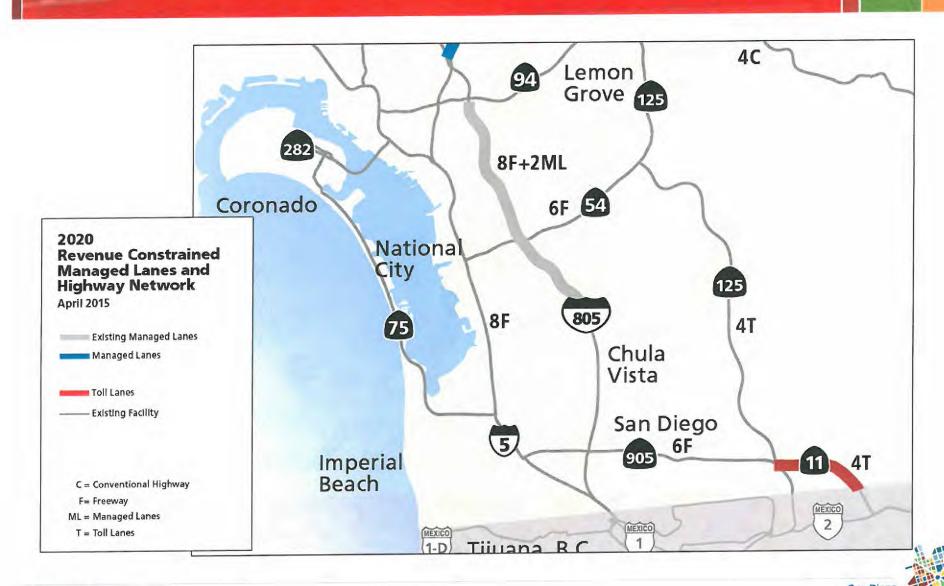
2020 Transit Network



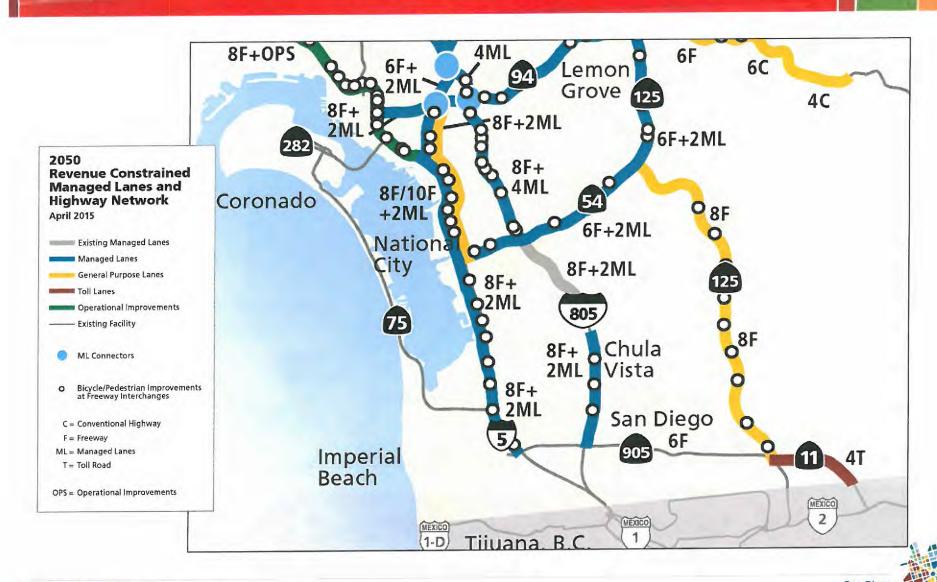
2050 Transit Network



2020 ML and Highway Network



2050 ML and Highway Network



TransNet is a Key to Success

- TransNet supports the program
- Through TransNet and TransNet Extension, more than 650 projects have been completed:
 - Highway, transit, bike and pedestrian, habitat conservation, local street and road improvements, and grant projects and programs
 - \$3.3 billion in *TransNet* funds have been used to attract more than \$10 billion from state, federal, and other funding sources





Overview

Highways

Local Streets

TRANSNET KEEPS SAN DIEGO MOVING

San Diego's regional transportation network is a comprehensive system that relies on several individual pieces for the best transportation choices. Thanks to funding from TransNet, numerous highway, bus, and rail projects, as well as bike and pedestrian projects, local street repairs, habitat conservation efforts, and grant programs have been completed or are underway.

TransNet is the voter-approved half-cent sales tax administered by the San Diego Association of Governments (SANDAG), To date, 53.3 billion in TransNet funds have been leveraged with more than \$10 billion from federal, state, and local funding sources to deliver more than 650 projects throughout the San Diego region.

Every time you shop, dine, or play in San Diego County, your tax dollars contribute to keeping San Diego moving. We invite you to take a moment to learn what TransNet has accomplished for our region and in your local community by exploring the tabs in this story map. With your support, TransNet delivered on promises made to voters. In addition, we've been able to leverage TransNet dollars to obtain federal and state funds and complete projects ahead of schedule.

In general, every billion dollars in expenditures is estimated to create 12,000 jobs directly and indirectly.

TransNet kept projects moving in the San Diego region, even during the depths of the Great Recession. In recent years, SANDAG and our partner agencies were able to capitalize on lower construction and financing costs to advance projects and save taxpayer money. These construction projects help fuel our regional economy.

In the coming decades, TransNet will continue to finance major initiatives to preserve and enhance this region's quality of life, including extending the San Diego Trolley to the University City area of San Diego, expanding the Rapid transit network, and building more than 40 bike projects throughout the region. For more information on TransNet-funded projects, visit KeepSanDiegoMoving.com.



Potential Ballot Measure

- Regional Plan depends on new funding source
- SANDAG Board is considering a ballot measure
- Expenditure plan could include:
 - Projects and programs from the Regional Plan
 - Advancing projects to earlier phases
 - Local projects
 - Water quality projects
 - Habitat preservation
 - Other?



Expenditure Plan Outreach



Telephone Town Hall Meetings

Large-scale regional conference calls on January 26, 27, 28 and in Spanish on February 1

Online Priorities Survey

Quick online survey of priority categories (highway, transit, active transportation, habitat conservation, water quality, city projects, or other ideas)

Public Meetings

Public comment welcome at Board, Transportation, and Regional Planning Committee meetings on February 5 and 12, March 10 and 25, April 8

Visit sandag.org/priorities to learn more



Next Steps

- Presentations
- SANDAG Board and Committee discussions
 - February 5 Transportation and Regional Planning Committees
 - February 12 Board of Directors meeting
 - March 10 Board of Directors Retreat
 - March 25 Board of Directors meeting
 - April 8 Board of Directors meeting











sdforward.com

The following page(s) contain the backup material for Agenda Item: Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)

MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY.

(CITY CLERK)

The following page(s) contain the backup material for Agenda Item: Approval of the Minutes of the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of January 5, 2016. (City Clerk)

Item #
02/16/16

APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY OF JANUARY 5, 2016.

(City Clerk)

DRAFT DRAFT DRAFT

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY

January 5, 2016

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:09 p.m. by Mayor / Chairman Ron Morrison.

ROLL CALL

Council / Board members present: Cano, Mendivil, Morrison, Rios, Sotelo-Solis. Administrative Officials present: Dalla, Deese, Duong, Parra, Raulston, Rodriguez, Silva, Stevenson, Vergara, Williams, Ybarra. Others present: Student Representative Reah Sahagun.

PLEDGE OF ALLEGIANCE TO THE FLAG BY MAYOR RON MORRISON

PUBLIC COMMENTS

None.

CITY COUNCIL

CONSENT CALENDAR

ADOPTION OF CONSENT CALENDAR. Item No. 1 (NCMC). Motion by Rios, seconded by Mendivil, to approve the Consent Calendar. Carried by unanimous vote.

MUNICIPAL CODE 2016 (506-2-31)

MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY. (City Clerk)

ACTION: Approved. See above.

Item No. 5 was taken up next.

NEW BUSINESS

CONDITIONAL USE PERMITS 2016 (403-31-1)

5. Notice of Decision – Planning Commission approval of a Conditional Use Permit for an indoor recreation use to be located at 2602 Transportation Avenue. (Applicant: Jason Richard) (Case File 2015-27 CUP) (Planning) **RECOMMENDATION:** Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed.

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Cano, to file the Notice of Decision. Carried by unanimous vote.

PUBLIC HEARINGS

MUNICIPAL CODE 2016 (506-2-31)

2. City Council consideration of the recommendation by the City of National City Planning Commission that the City Council adopt an Ordinance to amend Title 18 (Zoning) adding section 18.30.345 to regulate the cultivation of medical marijuana and to not adopt an Ordinance to amend Title 18 (Zoning) adding section 18.30.345 to prohibit the cultivation of medical marijuana; City Council may approve, modify or disapprove the recommendation of the Planning Commission; both Ordinances previously before the Planning Commission (regulation and prohibition) may be considered by the City Council at this public hearing. (Applicant City-Initiated) (Case File 2015-07 A) (Planning)

RECOMMENDATION: Disapprove the recommendation of the Planning Commission and introduce an Ordinance prohibiting cultivation. Recommend approval of an Amendment prohibiting marijuana cultivation of marijuana. Staff Report and presentation by Principal Planner Martin Reeder. (Copy on file in the Office of the City Clerk)

TESTIMONY: Cynard Velazquez, Association of Canabis Professionals, spoke in support of cultivation.

Judi Strang, National City, spoke in support of prohibiting the cultivation of marijuana.

Carol Green, Chula Vista, spoke in support of prohibiting the cultivation of marijuana.

Richard Hodge, National City, spoke in support of prohibiting the cultivation of marijuana.

Barbara Gordon, San Diego, spoke in support of prohibiting the cultivation of marijuana.

Scott Chipman, San Diegans for Safe Neighborhoods, spoke in support of prohibiting the cultivation of marijuana.

Kathleen Lippitt, San Diego, spoke in support of prohibiting the cultivation of marijuana.

PUBLIC HEARINGS (cont.)

MUNICIPAL CODE 2016 (506-2-31)

2. City Council consideration of the recommendation by the City of National City Planning Commission that the City Council adopt an Ordinance to amend Title 18 (Zoning) adding section 18.30.345 to regulate the cultivation of medical marijuana (continued).

ACTION: Motion by Sotelo-Solis, seconded by Cano, to close the hearing. Carried by unanimous vote.

Motion by Sotelo-Solis, seconded by Rios, to approve Option #1 of the staff report to: "Disapprove the Planning Commission recommendation and introduce an Ordinance adding Section 18.30.345 to the Land Use Code, to prohibit the cultivation of medical marijuana, based on the attached findings for disapproval." Motion Carried by unanimous vote.

ORDINANCES FOR INTRODUCTION

MUNICIPAL CODE 2016 (506-2-31)

3. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADDING SECTION 18.30.345 OF THE NATIONAL CITY MUNICIPAL CODE TO PROHIBIT CULTIVATION OF MARIJUANA. (Applicant: City-Initiated) (Case File 2015-25 A) (Planning)

ACTION: The Ordinance was introduced by title only.

MUNICIPAL CODE 2016 (506-2-31)

4. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADDING SECTION 18.30.345 OF THE NATIONAL CITY MUNICIPAL CODE TO REGULATE THE CULTIVATION OF MARIJUANA FOR QUALIFIED PATIENTS AND PRIMARY CAREGIVERS. (Applicant: City-Initiated) (Case File 2015-25 A) (Planning)

ACTION: The Ordinance was not introduced.

NEW BUSINESS

CONDITIONAL USE PERMITS 2016 (403-31-1)

5. Notice of Decision – Planning Commission approval of a Conditional Use Permit for an indoor recreation use to be located at 2602 Transportation Avenue. (Applicant: Jason Richard) (Case File 2015-27 CUP) (Planning) ACTION: Item taken up earlier in the meeting. See above.

<u>COMMUNITY DEVELOPMENT COMMISSION –</u> HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY

STAFF REPORTS

Staff reported on the current rain and flood emergency and on various actions being taken.

MAYOR AND CITY COUNCIL

None.

CLOSED SESSION REPORT

City Attorney Claudia Silva stated there was no Closed Session.

ADJOURNMENT

Motion by Sotelo-Solis, seconded by Rios, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to be held Tuesday, January 19, 2016 at 6:00 p.m. at the Council Chambers, National City, California. Carried by unanimous vote.

The meeting closed at 7:27 p.m.	
	City Clerk
The foregoing minutes were approved at the 2016.	ne Regular Meeting of February 16,
	Mayor

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute an Agreement with Rady Children's Hospital-San Diego for a three-year term and a not-to-exceed amount of \$300,000 to provide on-call support services for National

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

AGENDA ITEM NO.

MEETING DATE:

February 16, 2016

ITEM TITLE: Resolution of the City Council of the City of National City auth Agreement with Rady Children's Hospital-San Diego for a thr amount of \$300,000 to provide on-call support services for N Program.	ee-year term and a not-to-exceed
PREPARED BY: Stephen Manganiello PHONE: 336-4382 EXPLANATION: See attached.	DEPARTMENT: Engineering/Public Works APPROVED BY: Manyameth
FINANCIAL STATEMENT: ACCOUNT NO. Funds are appropriated in various CIP accounts for FY 2016 funding for this Agreement for FY 2017 through the FY 2017	APPROVED: MIS Staff anticipates seeking dedicated annual budget process.
ENVIRONMENTAL REVIEW: N/A ORDINANCE: INTRODUCTION: FINAL ADOPTION:	
STAFF RECOMMENDATION: Adopt the Resolution executing an Agreement with Rady Children' amount of \$300,000 to provide on-call support services for National BOARD / COMMISSION RECOMMENDATION: N/A	s Hospital-San Diego for a not-to-exceed al City's Safe Routes to School Program.
ATTACHMENTS: 1. Explanation 2. Agreement 3. Resolution	

Explanation

On August 11, 2015, the Department of Engineering & Public Works publicly advertised a Request for Qualifications (RFQ) for specialized support services for National City's Safe Routes to School (SRTS) Program. Three Statements of Qualifications (SOQ) were received by the September 3, 2015 deadline. Based on review of the SOQs and subsequent interviews, staff has determined that Rady Children's Hospital – San Diego is most qualified by experience and ability to assist staff with implementation of National City's SRTS Program.

This agreement will build upon previous Safe Routes to School efforts to enhance safety along walking routes between schools and feeder neighborhoods, educate students and parents about health and traffic safety, expand the volunteer "Parent Patrol" program, and encourage more students to walk to school. Rady Children's Hospital – San Diego has successfully provided specialized services to assist National City staff with SRTS Program implementation for the past three years under a Federal SRTS grant.

Since the grant-funded program is set to expire, staff recommends executing a new agreement with Rady Children's Hospital – San Diego. The agreement would be for a three-year term and a not-to-exceed amount of \$300,000. The three year term is needed to allow for refinement and sustainability of site-specific SRTS education, encouragement and evaluation programs for all ten elementary schools and the surrounding neighborhoods. The agreement will be funded through various CIP accounts, on an as-needed basis.

AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND

RADY CHILDREN'S HOSPITAL - SANDIEGO

THIS AGREEMENT is entered into this 16th day of February 2016, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and RADY CHILDREN'S HOSPITAL-SAN DIEGO, a California Non-Profit Public Benefit Corporation (the "CONSULTANT").

RECITALS

WHEREAS, the CITY desires to employ a CONSULTANT to assist staff with implementation of National City's Safe Routes to School (SRTS) Program.

WHEREAS, on August 11, 2015, the CITY Department of Engineering & Public Works publicly advertised a Request for Qualifications (RFQ) for specialized support services for National City's SRTS Program.

WHEREAS, the CONSULTANT submitted a Statement of Qualifications (SOQ) for National City's SRTS Program by the September 3, 2015 deadline.

WHEREAS, based on review of the CONSULTANT'S SOQ and subsequent interview, the CITY has determined that the CONSULTANT is a not-for-profit organization as defined under Section 501(c)(3) of the Internal Revenue Code, and through its Center for Healthier Communities, is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. ENGAGEMENT OF CONSULTANT. The CITY agrees to engage the CONSULTANT, and the CONSULTANT agrees to perform the services set forth herein accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

- will become effective on February 16, 2016. The duration of this Agreement is for the period of February 16, 2016 through February 15, 2019 ("Initial Term"). With mutual agreement of the parties, this Agreement may be extended for an additional three-year period, through February 15, 2022 ("Extended Term"; collectively the Initial Term and Extended Term are referred to as the "Term").
- 3. <u>SCOPE OF SERVICES</u>. The CONSULTANT will perform services as set forth in the attached Exhibit "A", including, but not limited to, health and safety education; incentive-based walk/bike to school activities; presentations and workshops at parent-teacher meetings

and public events; coordination with National City Police Department for recruitment and training of volunteer safety patrols; focus groups, user surveys, evaluation and reporting to determine SRTS Program effectiveness; and public safety campaigns.

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY.

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services, not to exceed a factor of 15% from the base amount.

- 4. PROJECT COORDINATION AND SUPERVISION. Stephen Manganiello, Director of Public Works / City Engineer hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Cheri Fidler, Director of the Center for Healthier Communities thereby is designated as the Project Director for the CONSULTANT.
- 5. <u>COMPENSATION AND PAYMENT</u>. The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$300,000 (the Base amount) during the Initial Term without prior written authorization from the Project Coordinator. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the Project Coordinator.

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the Term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the City cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT in this Agreement, the City or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the City shall each prepare a report which supports their position and file the same with the other party. The City shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

7. <u>DISPOSITION AND OWNERSHIP OF DOCUMENTS</u>. The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for this Project, whether paper or electronic, shall become the property of the CITY for use with respect to this Project, and shall be turned over to the CITY upon completion of the Project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY, and CONSULTANT thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement ("Work Product"), except upon the CTTY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer. Notwithstanding the foregoing, CONSULTANT retains all right, title and interest (including copyright) in intellectual property developed by CONSULTANT prior to this Agreement or outside the scope of this Agreement. CITY may use the copyrighted materials under a royalty-free license during the Term of this Agreement.

The CONSULTANT agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT'S written Work Product for the CITY'S purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of this project, unless otherwise mutually agreed.

8. <u>INDEPENDENT CONTRACTOR</u>. Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement nor any interest herein may be assigned by the CONSULTANT without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or SUBCONSULTANTS, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONSULTANT with its SUBCONSULTANT(S) shall require the SUBCONSULTANT(S) to adhere to the applicable terms of this Agreement.

- 9. CONTROL. Neither the CITY nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees, except as herein set forth, and the CONSULTANT or the CONSULTANT'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY, it being understood that the CONSULTANT its agents, servants, and employees are as to the CITY a wholly independent CONSULTANT, and that the CONSULTANT'S obligations to the CITY are solely such as are prescribed by this Agreement.
- 10. <u>COMPLIANCE WITH APPLICABLE LAW</u>. The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each of its SUBCONSULTANT(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.
- 11. <u>LICENSES, PERMITS, ETC.</u> The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the Term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. STANDARD OF CARE.

- A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.
- B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT'S professional performance or the furnishing of materials or services relating thereto.
- C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-paragraph will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.
- 13. <u>NON-DISCRIMINATION PROVISIONS</u>. The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color,

ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY except as needed to its own auditors, accountants and consultants for its internal operations or as required by law. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 14.

agrees to defend, indemnify and hold harmless the City of National City, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suites, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT'S performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, or employees. The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the Term of this Agreement.

- of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, and employees from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.
- 17. <u>INSURANCE</u>. The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONSULTANT(S), when applicable, to purchase and maintain throughout the Term of this Agreement, the following checked insurance policies:
- A. If checked, **Professional Liability** Insurance (errors and omissions) with minimum limits of \$1,000,000 per occurrence.
- B. Automobile Insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the CITY and its officers, agents and employees as additional insureds, and a separate additional insured endorsement shall be provided.
- C. Commercial General Liability Insurance, with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate, covering all bodily injury and property damage arising out of its operations under this Agreement. The policy shall name the CITY and its officers, agents and employees as additional insureds, and a separate additional insured endorsement shall be provided.
- D. Workers' Compensation Insurance in an amount sufficient to meet statutory requirements covering all of CONSULTANT'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the City. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONSULTANT has no employees subject to the California Workers' Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by CITY.

- E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY of cancellation or material change.
- F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the Term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.
- G. Insurance shall be written with only California admitted companies that hold a current policy holder's alphabetic and financial size category rating of not less than A

VIII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

- H. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONSULTANT does not keep all of such insurance policies in full force and effect at all times during the Term of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.
- I. All deductibles and self-insured retentions in excess of \$50,000 must be disclosed to and approved by the CITY.
- 18. <u>LEGAL FEES</u>. If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.
- Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation shall be settled by arbitration in San Diego, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence and attorneys' fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

20. TERMINATION.

- A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.
- B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.
- C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.
- D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT,

whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

- E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization or change in business status of the CONSULTANT that materially effects CONSULTANT's financial strength.
- shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day of the first attempted delivery following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent and confirmation of transmission is received. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Stephen Manganiello

Director of Public Works / City Engineer Engineering & Public Works Department

City of National City

1243 National City Boulevard National City, CA 91950-4301

To CONSULTANT: Cheri Fidler

Director

Rady Children's Hospital-San Diego Center for Healthier Communities 3020 Children's Way, MC 5073

San Diego, CA 92123

With copy to:

Rady Children's Hospital-San Diego 3020 Children's Way, MC 5052

San Diego, CA 92123

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty- eight (48) hours by letter mailed or delivered as specified in this Section.

OBLIGATIONS. During the Term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

If checked, the CONSULTANT shall comply with all of the reporting
requirements of the Political Reform Act and the National City Conflict of Interest Code.
Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City
Clerk of the City of National City in a timely manner on forms which the CONSULTANT shall
obtain from the City Clerk.

The CONSULTANT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Paragraph 22 by the CONSULTANT.

23. PREVAILING WAGES. State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to. Sections 1720,1720.2, 1720.3, 1720.4, and 1771. Consultant is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

24. MISCELLANEOUS PROVISIONS.

- A. Computation of Time Periods. If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.
- B. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.
- C. Captions. Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this

Agreement or any provision hereof.

- D. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.
- E. Exhibits and Schedules. The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes.
- F. Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.
- G. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.
- H. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- I. Audit. If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.
- J. Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.
- K. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.
- L. Construction. The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

< signatures on next page >

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF NATIONAL CITY	RADY CHILDREN'S HOSPITAL -				
	SAN DIEGO				
By:	By:				
Ron Morrison, Mayor	Donald Kearns, MD MMM President and CEO				
	Date: 2 a ()				
	By: Barbara Ryan				
	Barbara Ryan V.P. of Government Affairs				
	Date: 2-9-16				
APPROVED AS TO FORM:					
Claudia Gacitua Silva					
City Attorney					

EXHIBIT "A" Scope of Work National City Safe Routes to School Program February 2016 through February 2019

Activity	Timeline	Deliverable	Quantity
Evaluation- Pre –	Distribute , Collect and	Document detailing the	Pre Survey at 10
Participation Parent	Analyze a "Pre"	barriers to walking and	Schools
Surveys	participation Survey to	biking to school.	
	Parents at all 10 Schools	Document detailing	
	within 8 weeks of the	motivations to walking	
	start of the program	to biking to school	
	Start of the program	to biking to school	
Evaluation- Post-	Distribute , Collect and	Document detailing the	Post Survey at 10
Participation Parent	Anaiyze a "Post"	barriers to walking and	Schools
Surveys	participation Survey to	biking to school.	
	Parents at all 10 Schools	Document detailing	
	at the end of the	motivations to walking	
	program	to biking to school.	
		Comparison analysis will	
		be made and a	
		document detailing the	
		change will be produced.	
Evaluation -Focus Groups	Will conduct focus	Outcome Document	10 Focus Groups
	groups within 6 weeks of	detailing results of focus	
	the start of the school	groups.	
	year for first year of	ļ	
, <u></u> -	program.		
Evaluation-	Walk Audits performed	Walk Audit Reports	30 Walk Audits
Neighborhood Walk	annually at all 10 schools		(each school every
Audits			year)
Education - Educational	Provide 10 presentations	Presentation PowerPoint	30 presentations
Presentations	per year. Topic to be	or outline, sign in sheets	(one presentation
	determined by school	Analysis of Pre and Post	per school per year)
	administration. Please	Test using Audio	
	refer to Menu of	Response unit	
	Services- Educational		
	Presentations		
Encouragement- Walk to	Provide technical	Flyers promoting event,	30 Walk to School
School Day	assistance to all 10	pictures, testimonials	Days (One event
	schools for annual Walk	Outline of Program Plan	per school, per year)
Engagement Dule!!	to School Day event	Distance floor A.C. II	A
Encouragement- Public	Support City wide Safety	Pictures, flyers, Media	As needed
Safety Campaigns	and encouragement		
	activities to include		
	National Night Out ,		
	National City Carnival,		
	Press Events. School		
	Based campaigns		
	<u> </u>		

EXHIBIT "A" Scope of Work National City Safe Routes to School Program February 2016 through February 2019

Encouragement- School	Survey School	Flyers, materials,	1 campaign
Based Campaigns	Administration to assess their choice of campaign from the Menu of Services- School Encouragement Campaigns	walking and biking tallies	designed for each of the 10 schools
Enforcement-Safety Patrol Recruitment, Training and Oversight	Provide annual volunteer recruitment, training and oversight at all 10 schools	Presentation PowerPoint, Sign-up sheets. Weekiy iog of volunteer hours. Submission of Incident Reports	30 Safety Patrol Trainings
Engineering- Walk Audit Reports and support in use of infrastructure changes	Support all proposed or new infrastructure changes with education and encouragement on safe use of new facilities	Flyers, educational presentations, media, special events	As needed



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/3/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL iNSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

Ge	ertificate holder in lieu of such endorse ODUCER	men	t(s).	es may require an	CONTACT		this certificate does not c	onfer rights to the
c	hildren's Hospital Insurance Limited				NAME: Dolores	s Krieger	FAX	
Swan Building, 26 Victoria Street P.O. Box HM 2000			(A/C, NO, EXT): (81 E-MAIL	(818) 539-1737				
	amilton, Bermuda HM HX				ADDRESS:			1
							ORDING COVERAGE	NAIC #
INS	BURED				COMPANYA: Ch	ildren's Hospit	al Ins. Ltd.	
R	ady Children's Hospital and Health Cente	r, et a	al		COMPANY B:			
	020 Children's Way, MC 5052				COMPANY C:			-
	an Diego, CA 92123-4232				COMPANY D;			· · · · · · · · · · · · · · · · · · ·
	•				COMPANY E:	·w		
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ENDORSEMENT #2

This andersement allective July 1, 2016 forms part of

Polloy-No.: CHIL 10/5-16.

legued to Rady CHILDREN'S HOSPITAL AND HEALTH CENTER, ET AL

By OHILDREN'S HOSPITAL INSURANCE LIMITED

BLANKET ADDITIONAL INSURED ENDORSEMENT

Section 1. WHO IS AN INSURED of the HEALTHCARE GENERAL LIABILITY COVERAGE PART IS AMENDED by SUBING THE FOLLOWING:

- R. Any person, signification, trastee or estate to whom you are obligated by written contract to provide haurence such as is provide by this policy, but only with respect to:
 - 1. Ideality arising out of operations conducted by you or on your behalf or
 - 2 facilities owned or used by your

And only to the extent the coverage is required by the written contract. Coverage afforded an additional insured pursuant to this endorsement shall in no event be broader than coverage afforded any other insured under this policy.

All other ferms, conditions and exclusions of the policy remain unchanged.

Signed By: MAHOLE Representative

Authorized Representative

ARCHELLE HARREY

ARTER ZER SOLUTIONS (BERNWAN) LTD.

AR MANIOGERS.



CERTIFICATE OF LIABILITY INSURANCE

DXKRIEGER

DATE (MM/DD/YYYY)

12/3/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INVENTAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the

PRODUCER License # 0726293 Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 505 N. Brand Boulevard, Suite 500 Glendale, CA 91203				CONTACT Dolores Krieger PHONE (AIG. No. Ext); (818) 539-2300 EMAIL EMAIL ADDRESS: INSURER(8) AFFORDING COVERAGE NAIC #					1	
			INSURER A : Tran			Casualty Co of Ame	rica	25674		
INSURE					INSURER B:					
	Rady Children's Hospital &	Healt	h Ce	nter etal	INSURER C:					
	& Health Center . 3020 Children's Way MC505	2			INSURER D:					
	San Diego, CA 92123-4282				INSURER E :					
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	City of National City c/o Risk Manager 1243 National City Blvd, National City,, CA 91950-430	1			SHOULD ANY THE EXPIRAT AGCORDANCE AUTHORIZED REPR	OF TION	THE POLIC	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL E Y PROVISIONS.	NCELL BE DE	ED BEFORE IVERED IN
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED
- B. BLANKET ADDITIONAL INSURED
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
- F. HIRED AUTO LIMITED WORLDWIDE COV-ERAGE – INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE GLASS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II — COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., Who is An Insured, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional Insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

- H. HIRED AUTO PHYSICAL DAMAGE LOSS OF USE INCREASED LIMIT
- I. PHYSICAL DAMAGE TRANSPORTATION EXPENSES - INCREASED LIMIT
- J. PERSONAL PROPERTY
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

The following is added to Paragraph A.1.,
 Who is An insured, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

- The following replaces Paragraph b. in B.5.
 Other Insurance, of SECTION IV BUSINESS AUTO CONDITIONS:
 - b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 - Any covered "auto" you lease, hire, rent or borrow; and
 - (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

permission, while performing duties related to the conduct of your bustness.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

- The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABIL-ITY COVERAGE:
 - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- The following replaces Paragraph A.2.a.(4), of SECTION II — COVERED AUTOS LIABIL-ITY COVERAGE:
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO - LIMITED WORLDWIDE COV-ERAGE - INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV — BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Ricc and Canada;
 - (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.
 - (ii) Neither you nor any other involved "insured" will make any settlement without our consent.
 - (III) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".
 - (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of insurance, of SECTION II — COVERED AUTOS LIABILITY COVERAGE.
 - (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.
- (b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.
- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., Deductible, of SECTION III - PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE -- LOSS OF USE -- INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Personal Property

We will pay up to \$400 for "ioss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage,

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV - BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV — BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: (TC2JUB-4255899-2-15)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 00 mium,

% of the California workers' compensation pre-

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

This endorsement changes the policy stated.	to which it is attached and is effe	clive on the date issued unless otherwise.
(The information below is required the policy;)	only when this endorsement is	s issued subsequent to preparation of
Endorsement Effective Insured	Policy No.	Endorsement No., Premium
Insurance.Company	Countersigned	by

DATE OF ISSUE: 12-05-14 STASSIGN:

Page 1 of 1

RESOLUTION NO. 2016 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH RADY CHILDREN'S HOSPITAL-SAN DIEGO FOR A THREE-YEAR TERM AND A NOT-TO-EXCEED AMOUNT OF \$300,000 TO PROVIDE ON-CALL SUPPORT SERVICES FOR NATIONAL CITY'S SAFE ROUTES TO SCHOOL PROGRAM

WHEREAS, on August 11, 2015, the Department of Engineering and Public Works publicly advertised a Request for Qualifications ("RFQ") for specialized support services for National City's Safe Routes to School ("SRTS") Program; and

WHEREAS, based on review of the three Statements of Qualifications ("SOQ") that were received by the September 3, 2015 deadline, and subsequent interviews, staff has determined that Rady Children's Hospital – San Diego is most qualified by experience and ability to assist staff with implementation of National City's SRTS Program; and

WHEREAS, this Agreement, will build upon previous Safe Routes to School Program efforts to enhance safety along walking routes between schools and feeder neighborhoods, educate students and parents about health and traffic safety, expand the volunteer "Parent Patrol" program, and encourage more students to walk to school; and

WHEREAS, Rady Children's Hospital – San Diego has successfully provided specialized services to assist National City staff with SRTS Program implementation for the past three years under a Federal SRTS grant; and

WHEREAS, the Agreement is for a not-to-exceed amount of \$300,000 with a term of three-years, which is needed to allow for refinement and sustainability of site-specific SRTS education, encouragement, and evaluation programs for all ten elementary schools and the surrounding neighborhoods.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute an Agreement with Rady Children's Hospital-San Diego for a three-year term and a not to exceed amount of \$300,000 to provide on-call support services for National City's Safe Routes to School Program.

PASSED and ADOPTED this 16th day of February, 2016.

	Ron Morrison, Mayor
ATTEST:	APPROVED AS TO FORM:
Michael R. Dalla, City Clerk	Claudia Gacitua Silva
	City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to enter into an Agreement with the Sweetwater Union High School District for partial funding of the School Resource Officer Program. The City of National City will be reimb

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: February 16, 2016 AGENDA ITEM NO.

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	_ "	п.				_	

Resolution of the City Council of the City of National City authorizing the Mayor to enter into an Agreement with the Sweetwater Union High School District for partial funding of the School Resource Officer Program. The City of National City will be reimbursed \$84,000 for FY2016 and \$84,000 for FY2017 by the Sweetwater Union High School District, for a two-year total of \$168,000 for Police School Resource Officer Services.

PREPARED BY: Manuel Rodriguez, Chief of Police DEPARTMENT: Police

PHONE: (619) 336-4510

EXPLANATION:

The National City Police Department currently assigns two police officers as School Resource Officers (SROs) as their primary duties to provide police services to the Sweetwater Union High School District and the National School District. School Resource Officers provide specialized campus security and general law enforcement services to the public schools located in National City. The salaries and benefits for the police officers are funded by a joint agreement between the Sweetwater Union High School District, National School District, and the City of National City.

APPROVED BY:

The proposed Agreement with the Sweetwater Union High School District would be effective and retroactive from July 1, 2015 through June 30, 2017 upon the mutual extension authorized and executed by both Parties. Approval of the resolution would authorize the Mayor to enter into an Agreement with the Sweetwater Union High School District in order to continue to share the costs of the School Resource Officer Program.

\$82,825 currently is appropriated for the personnel costs of program; however consistent with City practice, this total does not include costs associated with labor negotiations, as negotiations with the Police Officer's Association had not yet begun at the time the current budget had been adopted. If necessary, a supplemental appropriation for the program's costs will be requested as part of the mid-year budget review.

	APPROVED.	1 -	
FINANCIAL STATEMENT:	APPROVED:	Mark Raberto	Finance
ACCOUNT NO.	APPROVED:		MIS
Revenue: 001-11108-3467 Expenditure: 001-411-108-*	FY16 \$84,000 / FY17 \$84,000		
ENVIRONMENTAL REVIEW:			
ORDINANCE: INTRODUCTION:	FINAL ADOPTION:		
STAFF RECOMMENDATION:			
Approve the Resolution.			
BOARD / COMMISSION RECOMME	NDATION:		
ATTACHMENTS:			
Agreement between the City of Na Exhibit "A" Scope of Services	ational City and the Sweetwater Union H	igh School District	

AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND SWEETWATER UNION HIGH SCHOOL DISTRICT

THIS AGREEMENT is entered into by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and the SWEETWATER UNION HIGH SCHOOL DISTRICT, a public entity and school district (hereinafter the "DISTRICT").

RECITALS

WHEREAS, the CITY and DISTRICT (collectively referred to as the "Parties") desire to provide a safe, secure, and orderly teaching and learning environment for all students and staff within Sweetwater Union High School District and the City of National City by protecting life and property.

WHEREAS, the Parties have decided to undertake responsibilities and expectations to achieve mutual goals and objectives to protect the teaching and learning environment.

WHEREAS, the Parties agree to work together to provide the presence of a police officer, based on availability as determined by the CITY, on campus to help maintain a secure environment in and around the schools.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

- 1. **SCOPE OF SERVICES.** The CITY and the DISTRICT agree to perform the services set forth as attached in the SCOPE OF SERVICES, attached as "Exhibit A" hereto, in accordance with all terms and conditions contained herein. To the extent that there are any inconsistencies between this Agreement and "Exhibit A", this Agreement controls.
- 2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on July 1, 2015. The duration of this Agreement is for the period of July 1, 2015 through June 30, 2016. Completion dates or time durations for specific portions of the Project are set forth in Exhibit "A". This Agreement may be extended for an additional period of one (1) year upon the written approval of the Parties. The mutual extension may be authorized and executed on behalf of the CITY by Chief of Police, Manuel Rodriguez and on behalf of the DISTRICT by Chief Financial Officer Karen Michel.
- 3. **PROJECT COORDINATION AND SUPERVISION.** The Community Services Sergeant hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The DISTRICT hereby assigns the Director of Student Support to provide supervision and have overall responsibility for the progress and execution of this Agreement for the DISTRICT.

- 4. <u>COMPENSATION AND PAYMENT</u>. The total compensation from the DISTRICT to the CITY shall be the flat fee of eighty-four thousand dollars (\$84,000) for the period of July 1, 2015 through June 30, 2016, and eighty-four thousand dollars (\$84,000) for the period of July 1, 2016 through June 30, 2017 upon the mutual extension authorized and executed by the Parties described in section 2 of this Agreement. The District shall pay the City eighty-four thousand dollars (\$84,000) for the period of July 1, 2015 through June 30, 2016, upon invoicing, following execution of the agreement and ratification by the Board of Trustees.
- 5. **ACCEPTABILITY OF WORK.** Either party may request an informal meeting to discuss any concern regarding compliance with the Roles and Responsibilities listed in Exhibit "A". Parties agree to conduct such meeting no later than 10 working days after the request.
- 6. <u>INDEPENDENT CONTRACTOR</u>. Both Parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the DISTRICT nor the DISTRICT'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

Neither this Agreement nor any interest herein may be assigned by the DISTRICT without the prior written consent of the CITY.

- 7. <u>CONTROL</u>. Neither the DISTRICT nor its officers, agents, or employees shall have any control over the conduct of the CITY or any of the CITY'S employees, except as herein set forth, and the CITY or the CITY'S agents, servants, or employees are not in any manner agents, servants, or employees of the DISTRICT, it being understood that the CITY, its agents, servants, and employees are as to the DISTRICT wholly independent.
- 8. NON-DISCRIMINATION PROVISIONS. The DISTRICT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The DISTRICT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The DISTRICT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.
- 9. <u>CONFIDENTIAL INFORMATION</u>. The Parties may from time to time communicate between or amongst each other, or be in possession of, certain confidential information. Such confidential information shall not be disclosed unless authorized by federal, state or local law. Upon receipt of any request for confidential information by a third party, the Parties agree to advise each other of such request and their subsequent response to such request.

The Parties are each subject to the Public Records Act and this provision is not intended to impede or impair the requirements or obligations under that Act.

- 10. **NO INDEPENDENT BASIS FOR LIABILITY.** Nothing herein shall create, by this or other understanding between the parties, an independent basis for liability of the City to either the District or to a third party for failing to respond or for responding to a call for police services in a dilatory or negligent manner. The City's liability, if any it may have, shall be that as determined by law without regard to the existence of this Agreement.
- MORKERS' COMPENSATION. The DISTRICT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, and employees from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the DISTRICT under this Agreement.
- Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by the Parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation shall be settled by arbitration in San Diego, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the Parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the Parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence and attorneys' fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

13. **TERMINATION.**

- A. This Agreement may be terminated with or without cause by either Party. Termination without cause shall be effective only upon 60-day's written notice to either Party. During said 60-day period the CITY shall perform all services in accordance with this Agreement.
- B. This Agreement may also be terminated immediately by either Party for cause in the event of a material breach of this Agreement, misrepresentation by the other party in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the Agreement.
- C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the either Party as provided for herein.

14. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY:

Chief of Police National City Police Department City of National City 1200 National City Boulevard National City, CA 91950-4301

To DISTRICT:

Chief Financial Officer Sweetwater Union High School District 1130 Fifth Avenue Chula Vista, CA 91911-2896

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

15. MISCELLANEOUS PROVISIONS.

- A. *Computation of Time Periods*. If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.
- B. *Counterparts*. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.
- C. Captions. Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this

Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

- D. *No Obligations to Third Parties*. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.
- E. *Exhibits and Schedules*. The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes.
- F. Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.
- G. *Waiver*. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.
- H. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- I. Audit. If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.
- J. *Entire Agreement*. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.
- K. *Successors and Assigns*. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.
- L. Construction. The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF NATIONAL CITY	SWEETWATER UNION HIGH SCHOOL DISTRICT
By:	
Ron Morrison, Mayor	By:
APPROVED AS TO FORM:	(Print)
Claudia Gacitua Silva	$\overline{(Title)}$
City Attorney	
	By:
APPROVED AS TO FORM:	(1. amile)
	(Print)
Jennifer Carbuccia	- -
General Counsel	$\overline{(Title)}$

EXHIBIT A

SCOPE OF SERVICES

MISSION STATEMENT: It is the mission of the Sweetwater Union High School District in concert with the National City Police Department to provide a safe, secure, orderly teaching and learning environment for all students and staff within the Sweetwater Union High School District and the City of National City by protecting life and property.

Ensuring the safety of students and staff on school campuses in National City is a priority to the school administration and the Police Department. Campus security will be increased by the presence of police officers who will interact with the students in both a positive and proactive manner. Police officers on campus will help improve relations between the Police Department and the youth of the community. Police officer availability shall be determined at the sole discretion of the Chief of Police of the National City Police Department. As a result, the Sweetwater union High School District and the City of National City Police Department agree to undertake the following responsibilities and expectations to achieve these mutual objectives:

A. SCHOOL DISTRICT'S ROLE AND RESPONSIBILITY:

- 1. Ensure student welfare portal to portal;
- 2. Develop procedures to handle campus safety issues;
- 3. Develop emergency response procedures;
- 4. Develop a School Safety Plan;
- 5. Establish and follow procedures for referring School Resource Officer involvement: and
- 6. Cooperate with and support in a proactive manner with the City of National City Police Department School Resource Officers' efforts to work with students, school personnel, parents and the community.

B. SCHOOL RESOURCE OFFICERS' ROLE AND RESPONSIBILITY:

- 1. To provide prevention/intervention by:
 - a. Providing a visible uniform police officer presence on the campuses of the Sweetwater Union High School District located in National City.
 - b. Developing classroom and faculty presentations related to the youth and the law when requested.
 - c. Attending parent conferences/meetings as available.
 - d. Attending Student Attendance Review Board (S.A.R.B.) meetings.
 - e. Scheduling security activities as needed.

- f. Respond to all law enforcement related matters as they occur during regular school hours when available.
- g. Attend various sporting events and school activities as needed for proactive enforcement and interaction. Any overtime that is required for any events, activities, meetings, etc., will be paid for by the District per the MOU.
- h. Documenting all incidents of crime as per Department regulations.
- i. Assisting with developing and revision school security procedures and emergency response drills.
- j. Assisting the school's safety committee in developing the School Safety Plan.
- 2. To continue to work with:
 - a. Community agencies; and
 - b. Parent/teacher groups as needed throughout the affected schools.
- 3. Liaison with National City Police Department personnel who are investigating criminal investigations or criminal activity within the affected schools.
- 4. Continue to work with school staff and District personnel in matters of mutual concern such as:
 - a. Education and Training
 - b. Prevention and intervention in the areas of alcohol and drug use on campus
 - c. Safety of students and staff on campus
 - d. Gang-related violence and crime
 - e. Campus intrusion, and loss and/or damage to property
- C. SPAN OF CONTROL/JURISDICTION: Prevention/ education/ training/ proactive activities will take place at Sweetwater High School, Granger Junior High School, and National City Middle School located in the City of National City. The officers will remain under the direction and control of the National City Police Department.

D. RESOURCE: Resource and local management will be coordinated at:

Chief Financial Officer Sweetwater Union High School District 1130 Fifth Avenue Chula Vista, CA 91911-2896

Chief of Police National City Police Department 1200 National City Boulevard National City, CA 91950

E. COST: One (1) officer will be funded jointly by the National City School District and the Sweetwater Union High School District and one (1) officer will be funded by City of National City Police Department.

The Sweetwater Union High School District will contribute to this effort as set forth in Section 4 of the Agreement. If the Agreement is canceled as herein permitted, the City shall return forthwith to the District, the portion of such payment allocable to the period of the term subsequent to the effective date of cancellation.

The total compensation from the DISTRICT to the CITY shall be the flat fee of eighty-four thousand dollars (\$84,000) for the period of July 1, 2015 through June 30, 2016, and eighty-four thousand dollars (\$84,000) for the period of July 1, 2016 through June 30, 2017, upon the mutual extension authorized and executed by the Parties described in section 2 of this Agreement. The District shall pay the City eighty-four thousand dollars (\$84,000) for the period of July 1, 2015 through June 30, 2016, upon invoicing, following execution of the agreement and ratification by the Board of Trustees. The District shall pay the City eighty-four thousand dollars (\$84,000) for the period of July 1, 2016 through June 30, 2017, after the mutual extension is authorized and executed by the Parties described in section 2 of this Agreement and upon invoicing, following execution of the agreement and ratification by the Board of Trustees.

RESOLUTION NO. 2016 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE SWEETWATER UNION HIGH SCHOOL DISTRICT FOR PARTIAL FUNDING OF THE SCHOOL RESOURCE OFFICER PROGRAM IN WHICH THE SWEETWATER UNION HIGH SCHOOL DISTRICT WILL REIMBURSE THE CITY OF NATIONAL CITY \$84,000 FOR FISCAL YEAR 2016 AND \$84,000 FOR FISCAL YEAR 2017, FOR A TWO-YEAR TOTAL OF \$168,000, TO PROVIDE POLICE SCHOOL RESOURCE OFFICER SERVICES

WHEREAS, the National City Police Department currently assigns two police officers as School Resource Officers ("SROs") whose primary duty is to provide specialized campus security and general law enforcement services to the Sweetwater Union High School District and the National School District; and

WHEREAS, the Sweetwater Union High School District and the City of National City desire to enter into a one-year Agreement effective and retroactive from July 1, 2015, with an option to extend through June 30, 2017, upon the mutual extension authorized and executed by both Parties in order to continue to share the costs of the School Resource Officer Program.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute a one-year Agreement with the Sweetwater Union High School District effective and retroactive from July 1, 2015, with an option to extend through June 30, 2017, upon mutual extension authorized and executed by both Parties in order to continue to share the costs of the School Resource Officer Program and reimbursing the City of National City \$84,000 for Fiscal Year 2015 and \$84,000 for Fiscal Year 2017, if extended.

PASSED and ADOPTED this 16th day of February, 2016.

ATTEST:	Ron Morrison, Mayor
Michael R. Dalla, City Clerk	
APPROVED AS TO FORM:	
Claudia Gacitua Silva City Attorney	

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute a second amendment to the software maintenance agreement with Northrop Grumman Systems Corporation amending the December 1, 2017 agreement expiration date contain

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE:	February 16, 2016		AGENDA ITEM NO.
amendment to th amending the De	e software maintenance cember 1, 2017 agreem	agreement with Northrop ent expiration date contain	ng the Mayor to execute a second Grumman Systems Corporation ined in the First Amendment to revised term to \$12,765.00.
with real-time ele uploaded to the S Systems Corpora Grumman Syster the current versic 2016. The comp 2016) of support, Amendment to Fo	ment Records Managemetronic records related to San Diego Area Regional tion has been the RMS on Corporation will no loo on of the Law Enforceme ensation (\$12,765.00) prond amends the Deceme	APPROVED BY: nent System (RMS) provide orime and arrest reports of Justice Information System (RMS) provider and arrest reports of tware support providering software support providering soft Records Management rovides for three months (aber 1, 2017 agreement edity of National City will be	des National City Police Department a. The RMS data is processed and em (ARJIS). Northrop Grumman for sixteen years. Northrop ftware maintenance and support for System (RMS) after February 29, (December 2, 2015 – February 29, expiration contained in the First transitioning to a new RMS software
	Ti.		
FINANCIAL STAT ACCOUNT NO. 62	EMENT: 29-417-082-281-0000	APPROVED:	Finance MIS
ENVIRONMENTAL This is not a proje ORDINANCE: IN	ect, and therefore, not su	bject to environmental re	view.
STAFF RECOMMI	ENDATION:		
Staff recommend RMS support on			op Grumman Systems Corporation
ATTACHMENTS:			
Attachment 1: 2 nd Attachment 2: 1 st			

Amendment No. 2 to the Agreement between the City of National City (Customer) and Northrop Grumman Systems Corporation

This Second Amendment to the Northrop Grumman Master Maintenance Agreement (the "Agreement") for Customer's Records Management System (RMS) Software Maintenance is made and entered between the City of National City ("Customer") and Northrop Grumman Systems Corporation ("NGSC"), a Delaware Corporation, acting through Northrop Grumman Information Systems sector, Civil Division. The Agreement was amended by a First Amendment on December 2, 2014.

Customer and NGSC agree as follows:

- 1. Effective December 2, 2015, the term of the Agreement and the First Amendment, is amended from December 1, 2017 to February 29, 2016. This Second Amendment amends the December 1, 2017 expiration contained in the First Amendment to February 29, 2016. The term of the Agreement and First Amendment shall be through February 29, 2016.
- 2. The price and payment schedule for the term of December 2, 2015 through February 29, 2016 is \$12,765. Exhibit A, attached hereto, amends the price and payment schedule for Period No. 7 and Period No. 8 contained in the First Amendment. Period No. 7 is amended to \$12,765 and Period No. 8 is \$-0-.
- 3. All other terms and conditions of the Agreement and First Amendment, except as specifically changed herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment, the day and year written below.

The City of National City:	Northrop Grumman Systems Corporation
Signature of Authorized Representative	Rhea M. Altamura Sr. Contracts Manager
Printed Name	2/10/2016 Date
Title	•
Date	

Amendment No. 2 to the Agreement between the City of National City (Customer) and Northrop Grumman Systems Corporation

EXHIBIT "A"

Price and Payment Schedule:

Period No. 7 - December 2, 2015 - February 29, 2016

NG Software Maintenance:

Records Management System (RMS)
Total Due, Period 7

\$12,765.00 **\$12,765.00**

Amendment No. 1 to the Agreement between the City of National City (Customer) and Northrop Grumman Systems Corporation

WHEREAS, the Customer and Northrop Grumman Information Technology, Inc. (NGIT) entered into an Agreement effective December 2, 2009, whereby Northrop Grumman Information Technology, Inc. was to provide the Customer's Records Management System (RMS) maintenance service; and

WHEREAS, Northrop Grumman Information Technology, Inc. has merged with and into its parent company Northrop Grumman Systems Corporation ("Northrop Grumman"), a Delaware corporation, acting through Northrop Grumman Information Systems sector, Cyber Solutions Division, with an office at 7555 Colshire Drive, McLean, VA 22102; and

WHEREAS, the Customer desires to extend the term of the contract for additional three (3) years period under the Scope of the Agreement and amend the Price and Payment schedule to the Agreement; and

WHEREAS, Northrop Grumman has agreed to extend the term of the contract for additional three (3) years period under the Scope of the Agreement and amend the Price and Payment schedule to the Agreement;

NOW, therefore, it is agreed as follows:

- 1. Effective December 2, 2014, the term of the agreement shall be extended for additional three (3) years through December 1, 2017 as described on Exhibit A hereto.
- 2. All other Terms and Conditions of the Agreement, except as specifically changed hereby, shall remain in full force and effect.

Amendment No. 1 to the Agreement between the City of National City (Customer) and Northrop Grumman Systems Corporation

IN WITNESS WHEREOF, the parties hereto have executed this amendment, the day and year written below.

The City of National City
12
Signature of Authorized Representative
Ron Morrison
Printed Name
Mayor December 2, 2014 Title Date
THE Date
Northrop Grumman Systems Corporation
Sen Jan
Sue Jun /
Contracts Administrator
6/11/14
Date
John Kouri
Contracts Manager
6/17/2014
Date

Amendment No. 1 to the Agreement between the City of National City (Customer) and Northrop Grumman Systems Corporation

EXHIBIT "A"

Price and Payment Schedule:

Period No. 6 - December 2, 2014 - December 1, 2015

NG Software	Maintenance:
-------------	--------------

Records Management System (RMS) \$48,612.00 Total Due, Period 6 \$48,612.00

Period No. 7 - December 2, 2015 - December 1, 2016

NG Software Maintenance:

Records Management System (RMS) \$51,060.00 **Total Due, Period 7** \$51,060.00

Period No. 8 - December 2, 2016 - December 1, 2017

NG Software Maintenance:

Records Management System (RMS) \$53,613.00 **Total Due, Period 8** \$53,613.00

		15
	*	

RESOLUTION NO. 2016 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY CITY AUTHORIZING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO THE SOFTWARE MAINTENANCE AGREEMENT WITH NORTHROP GRUMMAN SYSTEMS CORPORATION AMENDING THE DECEMBER 1, 2017 AGREEMENT EXPIRATION DATE CONTAINED IN THE FIRST AMENDMENT TO FEBRUARY 29, 2016, AND REDUCING THE NOT-TO-EXCEED AMOUNT FOR THIS REVISED TERM TO \$12,765.00

WHEREAS, the Law Enforcement Records Management System ("RMS") provides the National City Police Department with real-time electronic records related to crime and arrest reports that are processed and uploaded to the San Diego Area Regional Justice Information System ("ARJIS"); and

WHEREAS, Northrop Grumman Systems Corporation has been the RMS software support provider for sixteen years, but will no longer provide on-going software maintenance and support for the current version of the Law Enforcement Records Management System after February 29, 2016; and

WHEREAS, a Second Amendment to the Agreement is necessary to amend the December 1, 2017 agreement expiration date contained in the First Amendment to February 29, 2016 and to reduce the not-to-exceed amount for this revised term to \$12,765.00; and

WHEREAS, the City of National City will be transitioning to a new RMS software support provider on March 1, 2016.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute a Second Amendment to the Agreement with Northrop Grumman Systems Corporation amending the December 1, 2017 agreement expiration date contained in the First Amendment to February 29, 2016, and reducing the not-to-exceed amount for this revised term to \$12,765.00.

PASSED and ADOPTED this 16th day of February, 2016.

ATTEST:	Ron Morrison, Mayor
Michael R. Dalla, City Clerk	
APPROVED AS TO FORM:	
Claudia Gacitua Silva City Attorney	

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City waiving the bid process pursuant to section 2.60.110(B) of the National City Municipal Code and authorizing the Mayor to execute a one year software maintenance agreement with Cohero in the total

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE:	February 16, 2016		AGENDA ITEM NO
2.60.110(B) of the software maintena	City Council of the City of Nati e National City Municipal Code ance agreement with Cohero i trop Grumman Law Enforceme	e and authorizing t n the total not-to-	the bid process pursuant to section he Mayor to execute a one year exceed amount of \$104,000 to gement System.
PREPARED BY: FPHONE: 619-336-EXPLANATION: See Attached	-	DEPARTMENT: APPROVED BY:	AIS/Administrative Services
FINANCIAL STATE ACCOUNT NO. 62	EMENT: 29-417-082-281-0000	APPROVED: //	Mis Mis
ENVIRONMENTAL This is not a proje	<u>REVIEW</u> : ect, and therefore, not subject t	to environmental r	eview.
ORDINANCE: IN	TRODUCTION: FINAL A	DOPTION:	
the Municipal Cod			as allowed in Chapter 2.60.110(B) of
ATTACHMENTS: Attachment 1: Ex Attachment 2: Co			

Explanation

The Law Enforcement Records Management System (RMS) provides National City Police Department with real-time electronic records related to crime and arrest reports. The RMS data is processed and uploaded to the San Diego Area Regional Justice Information System (ARJIS). Northrop Grumman Systems Corporation will no longer provide on-going software maintenance and support for the current RMS version after February 29, 2016. National City is in the process of upgrading to San Diego County NetRMS records management system. In the interim, support for the current Northrop Grumman Law Enforcement Records Management System is necessary. Cohero is a public safety software technology company with expertise in supporting Computer Aided Dispatch (CAD), Law Enforcement Records Management Systems, Mobile and 911 Systems.

It is requested that Council waive the formal bidding requirements as allowed in Chapter 2.60.110(B)(2)(3) of the Municipal Code, and award the contract to Cohero for the following reasons:

- 1. Delay would unduly jeopardize support of Law Enforcement Records Management System (RMS).
- 2. The price has been determined to be competitive within the industry.
- 3. No further purpose would be served by issuing a formal bid at this point in the process.

AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND COHERO

THIS AGREEMENT is entered into on February 16, 2016 by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and COHERO, a corporation (the "CONTRACTOR").

RECITALS

WHEREAS, the CITY desires to employ a CONTRACTOR to provide support for existing Northrop Grumman RMS, AFR, Revision Manager, ILink and ARJIS interfaces, applications and modules.

WHEREAS, the CITY has determined that the CONTRACTOR is a public safety technology provider and is qualified by experience and ability to perform the services desired by the CITY, and the CONTRACTOR is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. <u>ENGAGEMENT OF CONTRACTOR</u>. The CITY agrees to engage the CONTRACTOR, and the CONTRACTOR agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONTRACTOR represents that all services shall be performed directly by the CONTRACTOR or under direct supervision of the CONTRACTOR.

- 2. <u>EFFECTIVE DATE AND LENGTH OF AGREEMENT</u>. This Agreement will become effective on March 1, 2016. The duration of this Agreement is for one year, the period of March 1, 2016 through February 28, 2017.
- 3. <u>SCOPE OF SERVICES</u>. The CONTRACTOR will perform services as set forth in the attached Exhibit "A".

The CONTRACTOR shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. The CONTRACTOR shall appear at meetings specified in Exhibit "A" to keep staff and City Council advised of the progress on the Project.

The CITY may unilaterally, or upon request from the CONTRACTOR, from time to time reduce or increase the Scope of Services to be performed by the CONTRACTOR under this Agreement. Upon doing so, the CITY and the CONTRACTOR agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the

compensation associated with said change in services, not to exceed a factor of 15% from the base amount.

- 4. PROJECT COORDINATION AND SUPERVISION. Ron Williams hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR. Brad Laabs thereby is designated as the Project Director for the CONTRACTOR.
- 5. <u>COMPENSATION AND PAYMENT</u>. The total compensation to CONTRACTOR for providing the services set forth herein shall not exceed a total of \$104,000. The total cost for all work described in Exhibit "A" shall not exceed the schedule given in Exhibit "A" (the Base amount) without prior written authorization from the IT Manager. Invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

The CONTRACTOR shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

- 6. ACCEPTABILITY OF WORK. The City shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONTRACTOR and the City cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONTRACTOR in this Agreement, the City or the CONTRACTOR shall give to the other written notice. Within ten (10) business days, the CONTRACTOR and the City shall each prepare a report which supports their position and file the same with the other party. The City shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONTRACTOR.
- 7. <u>DISPOSITION AND OWNERSHIP OF DOCUMENTS</u>. The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONTRACTOR exclusively for the CITY and this Project, whether paper or electronic, shall become the property of the CITY for use with respect to this Project, and shall be turned over to the CITY upon completion of the Project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONTRACTOR hereby assigns to the CITY, and CONTRACTOR thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared exclusively for the CITY under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld.

The CONTRACTOR shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONTRACTOR agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONTRACTOR'S written work product for the CITY'S purposes, and the CONTRACTOR expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works prepared exclusively for the CITY under this Agreement.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONTRACTOR shall relieve the CONTRACTOR from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of this project, unless otherwise mutually agreed.

8. <u>INDEPENDENT CONTRACTOR</u>. Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONTRACTOR nor the CONTRACTOR'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONTRACTOR and the CONTRACTOR'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONTRACTOR and its employees. Neither this Agreement nor any interest herein may be assigned by the CONTRACTOR without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONTRACTOR from employing or hiring as many employees, or SUBCONTRACTORS, as the CONTRACTOR may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONTRACTOR with its SUBCONTRACTOR(S) shall require the SUBCONTRACTOR(S) to adhere to the applicable terms of this Agreement.

- 9. <u>CONTROL</u>. Neither the CITY nor its officers, agents, or employees shall have any control over the conduct of the CONTRACTOR or any of the CONTRACTOR'S employees, except as herein set forth, and the CONTRACTOR or the CONTRACTOR'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY, it being understood that the CONTRACTOR its agents, servants, and employees are as to the CITY wholly independent CONTRACTOR, and that the CONTRACTOR'S obligations to the CITY are solely such as are prescribed by this Agreement.
- 10. <u>COMPLIANCE WITH APPLICABLE LAW</u>. The CONTRACTOR, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONTRACTOR and each

of its SUBCONTRACTOR(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. <u>LICENSES, PERMITS, ETC.</u> The CONTRACTOR represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONTRACTOR represents and covenants that the CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONTRACTOR to practice its profession.

12. STANDARD OF CARE.

- A. The CONTRACTOR, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONTRACTOR'S trade or profession currently practicing under similar conditions and in similar locations. The CONTRACTOR shall take all special precautions necessary to protect the CONTRACTOR'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.
- B. Unless disclosed in writing prior to the date of this Agreement, the CONTRACTOR warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONTRACTOR'S professional performance or the furnishing of materials or services relating thereto.
- C. The CONTRACTOR is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONTRACTOR has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONTRACTOR has notified the CITY otherwise, the CONTRACTOR warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONTRACTOR to use due diligence under this sub-paragraph will render the CONTRACTOR liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.
- discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONTRACTOR will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. CONFIDENTIAL INFORMATION.

The Parties may from time to time communicate between or amongst each other, or be in possession of, certain confidential information. Such confidential information shall not be disclosed unless authorized or required by federal, state or local law. Upon receipt of any request for confidential information by a third party, the Parties agree to advise each other of such request and their subsequent response to such request. The City is subject to the Public Records Act and this provision is not intended to impede or impair the requirements or obligations under that Act.

The CONTRACTOR shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONTRACTOR shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONTRACTOR shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 14.

The obligations specified in this Section shall survive the expiration, termination or rescission of this Agreement and such obligations shall continue in full force and effect for a period of three (3) years thereafter.

- agrees to defend, indemnify and hold harmless the City of National City, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suites, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONTRACTOR'S performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, or employees. The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.
- of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, and employees from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONTRACTOR under this Agreement.

- 17. <u>INSURANCE</u>. The CONTRACTOR, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONTRACTOR(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following checked insurance policies:
- A. If checked, **Professional Liability** Insurance (errors and omissions) with minimum limits of \$1,000,000 per occurrence.
- B. Automobile Insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the CITY and its officers, agents and employees as additional insureds, and a separate additional insured endorsement shall be provided.
- C. Commercial General Liability Insurance, with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate, covering all bodily injury and property damage arising out of its operations under this Agreement. The policy shall name the CITY and its officers, agents and employees as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location".
- D. Workers' Compensation Insurance in an amount sufficient to meet statutory requirements covering all of CONTRACTOR'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the City. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONTRACTOR has no employees subject to the California Workers' Compensation and Labor laws, CONTRACTOR shall execute a Declaration to that effect. Said Declaration shall be provided to CONTRACTOR by CITY.

- E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY of cancellation or material change.
- F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONTRACTOR shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.
- G. Insurance shall be written with only California admitted companies that hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.
- H. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONTRACTOR does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

- I. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY.
- 18. <u>LEGAL FEES</u>. If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation shall be settled by arbitration in San Diego, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence and attorneys' fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

20. TERMINATION.

- A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONTRACTOR. During said 60-day period the CONTRACTOR shall perform all services in accordance with this Agreement.
- B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONTRACTOR in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.
- C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONTRACTOR as provided for herein.
- D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONTRACTOR shall be entitled to receive just and equitable compensation for

any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONTRACTOR'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

- E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONTRACTOR; (2) a reorganization of the CONTRACTOR for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONTRACTOR.
- 21. NOTICES. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Ron Williams

IT Manager

MIS

City of National City

1243 National City Boulevard National City, CA 91950-4301

To CONTRACTOR:

Bard Laabs

President/Chief Architect

Cohero

3912 Georgia Street San Diego, CA 92103

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

OBLIGATIONS. During the term of this Agreement, the CONTRACTOR shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONTRACTOR also agrees not to specify any product, treatment, process or material for the project in which the CONTRACTOR has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONTRACTOR shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONTRACTOR shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONTRACTOR has a financial interest as defined in Government Code Section 87103. The CONTRACTOR represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

If checked, the CONTRACTOR shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONTRACTOR shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONTRACTOR shall obtain from the City Clerk.

The CONTRACTOR shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Paragraph 22 by the CONTRACTOR.

23. PREVAILING WAGES. State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720,1720.2, 1720.3, 1720.4, and 1771. Contractor is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

24. <u>MISCELLANEOUS PROVISIONS</u>.

- A. Computation of Time Periods. If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.
- B. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.
- C. Captions. Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.
- D. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

- E. Exhibits and Schedules. The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any provisions of any Exhibits or Schedules conflict with any provisions of this Agreement, this Agreement shall control.
- F. Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.
- G. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.
- H. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- I. Audit. If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.
- J. Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.
- K. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.
- L. Construction. The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.
- M. Force Majeure. Neither party is liable for delays or lack of performance resulting from any causes beyond the reasonable control of a party including acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly impact the CONTRACTOR's operations in the CITY.
- N. Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party sixty (60) days written notice.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF NATIONAL CITY	COHERO (Corporation – signatures of two corporate officers required) (Partnership – one signature) (Sole proprietorship – one signature)
By:	least training and algorithms.
Ron Morrison, Mayor	By: Barol Saska
Dated:	(Name)
×	BARO LAABS
	(Print)
APPROVED AS TO FORM:	PRESIDENT
	(Title)
	Dated: 2/11/16
Claudia Gacitua Silva	
City Attorney	Ву:
20	(Name)
	David Greenberg
	(Print)
	Vice President
	(Title)
	Dated: 2 (1) 16

EXHIBIT "A" Support Proposal



Cohero is pleased to present the following proposal to the National City Police Department for the support of your existing RMS and AFR systems. We believe we can provide outstanding support and personalized service while keeping the systems running smoothly.

Cohero is uniquely qualified to provide you with continuity of operations. Cohero staff has years of experience working with these systems and your agency. We are passionate about supporting our law enforcement clients. While we understand you are in the process of moving to another system, we are eager to ensure the continued longevity of your RMS & AFR systems as long as you need them.

Direct contact with engineers will ensure agile response to your needs, bypassing unwanted layers of help desk and project management. If you are able to supply us with source code, we can modify the applications directly to resolve issues or implement minor enhancements; otherwise, even without access to the source code, we have demonstrated the ability to support the applications through workarounds, shims and alternatives.

Cohero will provide 1 year of support for your existing RMS and AFR systems include the following:

- RMS
- AFR
- Revision Manager
- iLink and ARJIS interfaces

Our proposal is intended to include the same applications and modules supported by your current provider. However, we will not support any product or module that has been delivered as a beta, prototype, or in a similar non production-ready state.

Thank you for the opportunity to make this proposal. Please let us know if you have any questions or concerns we can address about this proposal or the services we offer.

OPERATIONAL SUPPORT

Cohero will provide operational support for non-routine server issues, or problems affecting multiple client workstations or end users. The expectation is that City IT staff will continue to respond to routine operational issues, as well as issues affecting an individual workstation or end-user. Cohero will provide backup support if City IT staff is unable to resolve the issues on their own.

We'll keep the current systems and functionality working. The support will include:

Continuity of operations

8x5 telephone and remote access support through customer-provided VPN



- After hours, on-call support for critical issues
- Direct access to engineers
 - City to identify primary IT contacts responsible for triaging all issues and contacting
 Cohero for support
- Response to system operational issues, including:
 - o Data and database issues, including stored procedures and triggers
 - o Stuck/missing AFR reports that cannot be resolved by local IT staff
 - Systemic iLink issues affecting upload of AFR or other data to RMS
 - System errors and exceptions
 - Interface problems
 - Assistance with system (hardware) failure recovery and restoration
 - Customer will continue to support hardware and operating systems and perform backups
- Address application issues
 - Best efforts to address application problems
 - Without modification to source code, when feasible and/or when source code is not available
 - If source code changes are required to address application problems and source code is available, Cohero may modify and deploy updated applications
 - o Identify and implement workarounds
 - Replace stored procedures and triggers
 - Minimize the impact of exceptions

TIME & MATERIALS SERVICES

Unexpected requirements come up frequently in a public safety setting, whether for reasons of emergency response, new initiatives or in support of the community. Should the City have requirements



extending beyond those provided under our support agreement, Cohero will make our services available on a time and materials (T&M) basis.

T&M services can be used to help find alternatives to issues with your current systems, create new reports or enhance functionality through new development.

Some of our clients have found it convenient to add an optional 'not-to-exceed' allowance to their support agreement to cover an allocation of T&M hours, using and paying for these hours only as required. This approach means no additional contracts or change orders when you need something special or on the quick. These are not "pre-paid" hours – they are simply available in reserve, used only with the approval of designated City staff, and billed only if use'd.

The rate for these services is:

- \$150 per hour, in the first year of the agreement
 - o Annual escalation thereafter
 - o Only when pre-authorized by the City
- · Travel, labor and materials at actual cost
 - o Only when pre-authorized by the City

T&M services at the quoted rate are available only in combination with an active support agreement. Please understand that T&M services are provided on a time-available basis.

January 8, 2016 Page | 3



SUMMARY OF PROPOSED SERVICES	
Continuity of operations	
8x5 telephone support	✓
After-hours support for critical issues	✓
Access to engineers	
Direct access for primary IT contacts	✓
System operational issues	
Server issues	✓
Issues affecting multiple workstations	✓
Individual workstation issues (after City best effort)	✓
Issues affecting multiple users	✓
Individual user/report issues (after City best effort)	✓
Systemic iLink issues	✓
Individual iLink issues (after City best effort)	✓
UCR issues	✓
Application issues	
Best effort resolution	✓
Workarounds, DB procedures/triggers	✓
Minimize impact of exceptions	~
Time and materials / Extra services	
New reports & capabilities	✓
On-demand services	✓
Hours can be included in agreement & used only when/if needed	✓

Note: Elements in this table are summarized for brevity. Refer to complete details of offering elsewhere in this proposal.



REFERENCES

Our focus at Cohero is to delight our customers with responsive and personal service. Our founders have a longstanding attachment to law enforcement, and our long-term goal is to maintain those small company personal connections, as opposed to seeking rapid growth.

Although we have an established relationship with the City through a previous project, we encourage you to contact the other RMS/AFR sites we currently support to gain insight into the outstanding quality of service we seek to provide.

Agency	Contact	Alternate Contact
Coronado CA Police Department	Cmdr. Jesus Ochoa jochoa@coronado.ca.us (619) 522-7372	
Loveland CO Police Department	Kim Pals, Records Manager kim.pals@cityofloveland.org (970) 962-2242	
Sacramento County CA Sheriff's Department	Kevin Bell, Project Manager kbell@sacsheriff.com (916) 874-4267	John Britto, IT Analyst jbritto@sacsheriff.com (916) 874-8641
Vacaville CA Police Department	Sgt. Adam Senf, IT Coordinator asenf@cityofvacaville.com (707) 449-5245	Chief John Carli jcarli@cityofvacaville.com (707) 449-5220



(866) 270-1983 info@cohero.com www.cohero.com

QUOTE

QUOTE FOR:

Ron Williams National City Police Department 1200 National City Blvd National City, CA 91950 **QUOTE: 2016-003**

DATE: 2/10/16

Valid for 90 Days

TERMS: Net 30

Description	Qty	Total
AFR/RMS Support Services (4 quarters: 03/01/16 - 02/28/17)	4	104,000.00
Includes support for the following applications/modules: - RMS - AFR		
- Revision Manager - iLink and ARJIS Interfaces		
PAYMENT OPTIONS - 12 Months: \$ 104,000 (billed annually in advance) - 6 Months: \$ 52,000 (billed semi-annually in advance) - 3 Months: \$ 26,000 (billed quarterly in advance)		
Please refer to the proposal for a complete description of the services propose	d.	

TOTAL:

\$104,000.00

Exhibit "B" Support Agreement Supplemental Terms & Conditions

Cohero Support Agreement Supplemental Terms & Conditions

COHERO ("CONTRACTOR") is providing software support services to the CITY OF NATIONAL CITY ("CITY") under the scope of the associated agreement. This document identifies supplemental terms and conditions specific to these services.

SUPPORT SERVICES. During the term of this agreement, CONTRACTOR shall provide the services necessary to remedy any software error attributed to CONTRACTOR and which significantly affects use of the Software Products described in Exhibit "A" and is reproducible and verified by CONTRACTOR ("Software Error"). Such services shall be accomplished in accordance with the priority system outlined below after CITY has identified and notified CONTRACTOR of any such error in accordance with CONTRACTOR's reporting procedures.

Support of non-CONTRACTOR developed software applications and systems, without access to source code, will be done on a best effort basis, making reasonable efforts to identify and implement workarounds, minimize the impact of exceptions, and if no other options exists and where feasible, identify or develop alternative solutions.

2. TIME AND PLACE OF SERVICE. Service will be provided remotely unless otherwise stated in the Agreement Documents.

Unless otherwise stated, the hours of service will be 9:00 AM until 5:00 PM, Pacific Time, Monday through Friday, holidays excepted. After hours, on-call support is available for Priority One issues. The priorities are defined as:

PRIORITY ONE

Critical Software Errors: Software Errors that prevent or substantially interfere with operation of the Software Products for their primary intended purpose on a system wide basis, such as those errors that can cause unrecoverable loss of data or prevent the Software Products from running.

Response: Upon receipt of notification from CITY, CONTRACTOR shall respond within the next four (4) hours of the business day followed by action to resolve the problem as soon as reasonably possible, including, where feasible, providing a workaround for the problem pending such resolution.

PRIORITY TWO

Major Software Errors: Software Errors that do not prevent or substantially interfere with operation of the Software Products for their primary intended purpose or are not system wide, but that do prevent or materially interfere with end user performance of common functions.

Response: CONTRACTOR shall respond within the next eight (8) hours of the business day(s), followed by action to provide a workaround and/or resolve the problem within a reasonable time, taking into consideration the effect of the Software Error on CITY's operation of the Software Products.

PRIORITY THREE

Minor Software Errors: All other Software Errors not described above.

Response: CONTRACTORs shall respond within five (5) business days, and provide a resolution within a reasonable time, taking into consideration the nature of the software error, the effect upon operation of the Software Products, and the reasonable requests of the CITY with respect to such correction.

- 3. NOTIFICATION BY CITY. CONTRACTOR shall provide either a form and e-mail address or a web form on the CONTRACTOR website that CITY will use to provide issue notification. Receipt of the notification will trigger the response times required under the previous paragraph. CONTRACTOR shall also provide CITY a telephone number that will be used to address service issues. CONTRACTOR may, from time-to-time, make changes to its notification procedures, forms or numbers. CONTRACTOR shall immediately notify CITY, in writing, of any such changes.
- 4. SUPPORT BY CITY. CITY agrees to provide CONTRACTOR with data, as requested, and with sufficient support and test time on CITY's computer systems to duplicate the problem, verify that the problem is with support Software Products, and verify that the problem has been resolved.
 - CITY shall provide such system administration services on CITY's system and network as may be required to keep the system and network upgraded and in acceptable operating condition. CONTRACTOR does not provide system administration services under this Agreement. Corrections and support efforts for system/network upgrades and new equipment or defects and difficulties due to system administration issues shall be billed at CONTRACTOR's standard charges for labor, material and per diem.
- 5. REMOTE ACCESS. CITY shall install and maintain for the duration of this Agreement, an Internet accessible remote access system or Virtual Private Network (VPN) providing remote access to CITY's systems. CITY shall pay for installation, maintenance and use of such equipment and any associated use charges. CONTRACTOR, at its option, shall use this VPN line in connection with support and error correction. CITY is entitled to require that access by CONTRACTOR shall be subject to prior approval by CITY in each instance.
 - In addition to access to the servers, CITY shall provide a dedicated physical or virtual workstation accessible via remote access 24/7, which will be used to validate issue resolution and client operations. The workstation operating system and configuration will be similar to the typically deployed workstation.
- 6. BACKGROUND CHECKS. If required by the CITY, employees of CONTRACTOR will submit to background checks to verify their eligibility to access secure systems. All background investigations will be done at CITY's expense.

Exhibit "C" Software License Agreement

Cohero Software License Agreement

This Software License Agreement is a legal agreement between COHERO ("CONTRACTOR") and the CITY OF NATIONAL CITY ("CITY") for use of the software product(s) as defined in the Agreement, which includes computer software and associated media, printed and electronic materials, and may include "on-line" or electronic documentation ("Software Products" or "Software"), by CITY.

The Software Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

- SOFTWARE DEVELOPMENT. CONTRACTOR shall perform software development as
 necessary to deliver products or services described in the Agreement Documents and
 Exhibit "A" attached hereto. These services shall be provided in accordance with this
 Agreement. CONTRACTOR agrees to provide CITY a copy of any source code developed
 under the scope of this agreement.
- 2. COPYRIGHT. The Software Products are protected by copyright laws and international treaty provisions. Therefore, CITY must treat the Software Products like any other copyrighted material except that CITY may make additional copies of the Software Products solely for backup or archival purposes. CITY may not copy or distribute the electronic or printed documentation accompanying the Software Products except as may be required for maintenance or training purposes.
- 3. LICENSES. CONTRACTOR may provide Software Products under this Agreement and may provide other software that has been licensed from third parties. CONTRACTOR shall grant licenses or sub-licenses to CITY for the Software Products. CITY will execute each and every license agreement as required and monitor compliance on a reasonable basis.

The Software Products provided under this Agreement are licensed with an unlimited use site license.

4. RIGHTS AND TITLE. CONTRACTOR retains all rights, title and interest, including derivatives, in all source code and processes, documents, drawings, specifications, and similar information related to the Software Products.

The Software Products and any improvements, modifications and changes to the Software Products provided hereunder and all copies thereof are proprietary to CONTRACTOR and title thereto remains with CONTRACTOR. All applicable rights to patents, copyrights, trademarks, and trade secrets in the Software Products and the improvements, modifications and changes thereto are and shall remain with CONTRACTOR. CITY shall not sell, transfer, publish, disclose, display or otherwise make available the Software Products or improvements, modifications or changes thereto or copies thereof to others. CITY agrees to secure and protect each program, Software Product and copies thereof in a manner consistent with the maintenance of

CONTRACTOR's rights therein and to take appropriate action by instruction or agreement with its employees who are permitted access to each program or Software Product to satisfy its obligations hereunder. All copies of the Software Products, or improvements, modifications or changes thereto made by CITY including translations, compilations, partial copies with modifications and updated works are the property of CONTRACTOR.

Violation of any provisions herein shall be the basis for immediate termination of this Agreement. Termination of this Agreement shall be in addition to and not in lieu of any equitable remedies available to CONTRACTOR.

- 5. **GRANT OF LICENSE.** The Software Products are only licensed, not sold. CONTRACTOR hereby grants the CITY the following rights:
 - a. USE OF LICENSE. CITY is hereby granted a perpetual, non-transferable, non-exclusive right to use the Software Products for the CITY's own internal use.
 - b. STORAGE/NETWORK USE. The CITY may install, store and use the Software Products as required according to the licensing quantity and type as specified in the Agreement Documents.
 - c. ADDITIONAL COPIES. The CITY may make additional copies of the Software Products as reasonably required for development and backup purposes provided that such copies contain all of the copyright notices and other proprietary markings contained on the original.
 - d. SOURCE CODE. The source code provided under this agreement and derivatives may be used integnally by the CITY for any purpose, but may not be sold, disclosed, or shared with any third party including other government entities.
- 6. TERMINATION. Without prejudice to any other rights, including the rights provided under section 5 above, CONTRACTOR may terminate this Software License Agreement if CITY fails to comply with the terms and conditions of this Software License Agreement. In such event, CITY must immediately destroy all copies of the Software Products and all component parts.
- 7. CITY MODIFICATIONS. CITY shall inform CONTRACTOR in writing of any modifications made by CITY to the Software Products or interfaces to the Software Products. Refer to the Software License Agreement for limitations as to CITY rights and use.
 - Until CONTRACTOR accepts CITY modifications into the base code library, CONTRACTOR shall not be responsible for maintaining CITY modifications or software affected by CITY modifications. Corrections for difficulties or defects traceable to CITY's modifications shall be billed at CONTRACTOR's standard time and material charges.
- 8. LIMITED WARRANTY. CITY shall receive a limited warranty on Software Products that warrants that the Software Products will perform in accordance with the CITY approved design specification document for a period of one (1) year from the date of delivery.

9. NO OTHER WARRANTIES. To the extent permitted by applicable law, CONTRACTOR disclaims all other warranties, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with regard to the Software Products, and any accompanying hardware. This limited warranty gives the CITY certain legal rights. CITY may have additional rights, which vary from state/jurisdiction to state/jurisdiction.

RESOLUTION NO. 2016 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY WAIVING THE BID PROCESS PURSUANT TO SECTION 2.60.110(B) OF THE NATIONAL CITY MUNICIPAL CODE AND AUTHORIZING THE MAYOR TO EXECUTE A ONE-YEAR SOFTWARE MAINTENANCE AGREEMENT WITH COHERO IN THE TOTAL NOT-TO-EXCEED AMOUNT OF \$104,000 TO SUPPORT THE NORTHROP GRUMMAN LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM

WHEREAS, the Law Enforcement Records Management System ("RMS") provides National City Police Department with real-time electronic records related to crime and arrest reports that are processed and uploaded to the San Diego Area Regional Justice Information System ("ARJIS"); and

WHEREAS, as of March 1, 2016, Northrop Grumman Systems Corporation will discontinue to provide on-going software maintenance and support for their law enforcement records management system; and

WHEREAS, Cohero is a public safety software technology company with expertise in supporting Computer Aided Dispatch (CAD), Law Enforcement Records Management Systems, and Mobile and 911 Systems, and is capable to providing software maintenance for the law enforcement records management system for the not to exceed amount of \$104,000; and

WHEREAS, it is requested that Council waive the formal bidding requirements as allowed in Chapter 2.60.110(B)(2) and (3) of the Municipal Code, and award a contract to Cohero to provide software maintenance for the records management system because a delay would unduly jeopardize support of Law Enforcement Records Management System (RMS), it has been determined to be competitive within the industry, and no further purpose would be served by issuing a formal bid at this point in the process.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes waiving the bid process pursuant to Section 2.60.110(b)(2) and (3) of the National City Municipal Code.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the Mayor to execute a one-year Agreement with Cohero to provide software maintenance for the Northrop Grumman law enforcement records management system for the not to exceed amount of \$104,000.

PASSED and ADOPTED this 16th day of February, 2016.

	Ron Morrison, Mayor
ATTEST:	APPROVED AS TO FORM:
Michael R. Dalla, City Clerk	Claudia Gacitua Silva City Attorney

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit - National City Host Lions Club 71st Annual Independence Day Carnival sponsored by the National City Host Lions Club at Kimball Park from June 30, 2016 to July 4, 2016. This is a City co-sponsored event per Council Policy No. 804. (N

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: AGENDA ITEM NO. February 16, 2016 ITEM TITLE: Temporary Use Permit - National City Host Lions Club 71st Annual Independence Day Carnival sponsored by the National City Host Lions Club at Kimball Park from June 30, 2016 to July 4, 2016. This is a City co-sponsored event per Council Policy No. 804. PREPARED BY: Dionisia Treio **DEPARTMENT:** Neighborhood Services Department PHONE: (619) 336-4255 APPROVED BY: **EXPLANATION:** This is a request from the National City Host Lions Club to conduct the National City Host/Lions Club 71st Annual Independence Day Camival at Kimball Park from June 30, 2016 to July 4, 2016 The carnival's hours are as follows: June 30th from 5pm to 11pm, July 1st from 5pm to 11pm, July 2nd from 1pm to 11pm, July 3nd from 1pm to 11pm, and July 4th from 12pm to 12am. The carnival will include carnival rides, games, food booths, talent show, watermelon eating contest, youth activities, community displays and a fireworks show display. Bands and other amateur and professional entertainment will be present. Community Services will collaborate with the City Manager's Office to coordinate and host the Miss National City Pageant on Saturday, July 2, 2016. The applicant requests the use of the City's stage for the carnival and the PA system. Applicant has requested to close "D" Avenue from E.12th Street to the east entrance of Kimball Park's east parking lot. Closure will be from 6:00 a.m. Monday, June 27, 2016 to 4:00 p.m. Tuesday, July 6, 2016. FINANCIAL STATEMENT: APPROVED: **Finance** ACCOUNT NO. **APPROVED:** MIS City fee of \$237.00 for processing the TUP, plus \$1,104.00 for the Fire Permits, \$15,440.29 for Public Works, and \$7,665 for Police Department. Total Fees are \$24,446.29 **ENVIRONMENTAL REVIEW:** N/A ORDINANCE: INTRODUCTION: FINAL ADOPTION: **STAFF RECOMMENDATION:** Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval. **BOARD / COMMISSION RECOMMENDATION:** N/A

Application for a Temporary Use Permit with recommended approvals and conditions of approval.

ATTACHMENTS:

EVENT INFORMATION

Type of Event: Public Concert Fair Festival Community Parade Demonstration Circus Block Party Motion Picture Grand Opening X_Other Carnival Community Circus Block Party Community Circus Block Party Community Circus Block Party Community Circus Block Party Circus	vent
Event Title: National City Host Lions Club Annual Independence Day Carnival Event Location: Kimball Park, 12 th and D Avenue	DEC 152015
Event Date(s): From 6/30/16 to 07/4/16	Neighborhood Services Department City of National City
Actual Event Hours: Thurs June 30 - 5:00pm to 11:00pm, Friday July 1 - 5:00pm to 11:00pm, Sat July 2 - 1:00pm to 11:00pm, Sun July 3, 1:00pm to 11:00pm. Monday July 4 - 12:00 to Midnight.	
Total Anticipated Attendance: 1,000 Participants 20,000 Spectators	

Dismantle Date: Mon, July 4, 11:30pm Completion Time: Wed, July 6, 4:00pm

Setup/assembly/construction Date: Monday, 6/27/2016 Start time: 07:00am Please describe the scope of your setup/assembly work (specific details):

move in 40vd dumpsters, and port-a-potties. Set up for Miss National City Pageant.

List any street(s) requiring closure as a result of this event. Include street name(s), day and time of closing and day and time of reopening.

Set-up carnival rides and booths, set-up food and deli booths, move in stage, set-up and fence off fireworks area

We will need to close D Avenue from 12th street to the entrance to the Park parking lot. Closure will be from 6:00am, Mon, June 27, 2016 to 4:00pm, Tues July 6, 2016

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Sponsoring Organization: National City Host Lions Club				
Chief Officer of Organization (Name): Gilbert Sandoval				
Applicant (Name): Frank Pekare				
Address: 814 Mary Court, Natio	onal City, CA 91950			
Day Time: (619) 470-8529 Fax: ()	Evening Phone (619) 470-0680 E-Mail: SDbottleman@aol.com			
Contact Person "on site" day of	the event: Brian	Cellular: 619-962-9950		
NOTE: THIS PERSON MUST BE IN ATTENDANCE FOR THE DURATION OF THE EVENT AND				

IMMEDIATELY AVAILABLE TO CITY OFFICIALS

FEES/PROCEEDS/REPORTING

is your organization a "Tax Exempt, nonprofit" organization? X YES NO
Are admission, entry, vendor or participant fees required? YES X NO
If YES, please explain the purpose and provide amount(s):
Vendors rent kitchen and deli booths, rent is free to \$300.00
\$ 60,000.00 Estimated Gross Receipts including ticket, product and sponsorship sales from this event.
\$ 20,000.00 Estimated Expenses for this event.
\$ 40.000.00What is the projected amount of revenue that the Nonprofit
Organization will receive as a result of this event?
OVERALL EVENT DESCRIPTION ROUTE MAP/SITE DIAGRAM/SANITATION
Please provide a DETAILED DESCRIPTION of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides or any other pertinent information about the event. National City Host Lions Club will sponsor the annual Independence Day Carnival and Fireworks in Kimball Park
from Thursday June 30, through Monday July 4th. This event will include, Carnival Rides, Carnival games, Food
booths, Talent show, watermelon eating contest, youth activities, Community displays, Fireworks display, Bands. And other amateur and professional entertainment.

X YES NO If the event involves the sale of cars, will the cars come exclusively from National City car dealers?

If NO, list any additional dealers involved in the sale:

OVERALL EVENT DESCRIPTION (continued)

YES _X NO Does the event involve the sale or use of alcoholic beverages?
X_YESNO Will items or services be sold at the event? If yes, please describe: Carnival rides & games, and food booths, toys
YES X NO Does the event involve a moving route of any kind along streets, sidewalks or highways? If YE attach a detailed map of your proposed route indicate the direction of travel, and provide a written narrative to explain your route.
X YES NO Does the event involve a fixed venue site? If YES, attach a detailed site map showing all streets impacted by the event.
X YES NO Does the event involve the use of tents or canopies? If YES: Number of tent/canopies 30 Sizes 10' x 10' & 15' x 15' NOTE: A separate Fire Department permit is required for tents or canopies.
X YES NO Will the event involve the use of the <u>City</u> or your stage or PA system? SPECIFY: <u>Both</u>
In addition to the route map required above, please attach a diagram showing the overall layout and set-up locations for the following items:
Alcoholic and Nonalcoholic Concession and/or Beer Garden areas. Food Concession and/or Food Preparation areas Please describe how food will be served at the event:
If you intend to cook food in the event area please specify the method: GASELECTRICCHARCOALOTHER (Specify):
Portable and/or Permanent Toilet Facilities
Number of portable toilets:(1 for every 250 people is required, unless the applicant can show that there are facilities in the immediate area available to the public during the event) Tables * 10 and Chairs * 20 Fencing, barriers and/or barricades
Generator locations and/or source of electricity
Canopies or tent locations (include tent/canopy dimensions) Booths, exhibits, displays or enclosures
Scaffolding, bleachers, platforms, stages, grandstands or related structures
Vehicles and/or trailers
Other related event components not covered above
Trash containers and dumpsters
(Note: You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition.) Number trash cans:20 Trash containers with lids:0
Describe your plan for clean-up and removal of waste and garbage during and after the event:The NC Host Lions Club will provide an additional 40 yd. Dumpster, and the trash cans will be emptied as required and after each day



Please describe your procedures for both Crowd Control and Internal Security: Security Plan will be by NCPD, utilizing the Senior Volunteers, and the Police Explorers				
YESX_NO Have you hired any Professional Security organization to handle security arrangements for this event? If YES, please list:				
Security Organization: To be determined as required by security plan.				
Security Organization Address:				
Security Director (Name):Phone:				
X YES NO Is this a night event? If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: Park lights and lights from the carnival rides and booth				
Please indicate what arrangement you have made for providing First Aid Staffing and Equipment. We will utilize 911 if an emergency occurs. For minor cuts and bruises we will have first aid kits at the Lions Train, and at the Carnival office. Please describe your Accessibility Plan for access at your event by individuals with disabilities: Park grounds and sidewalks. There will be (3) H/C porta-a-potties on site, in additional to Park rest rooms				
PARKING PLAN/MITIGATION OF IMPACT				
Please provide a detailed description of your PARKING plan: We will utilize existing street and nearby public parking.				
Please describe your plan for DISABLED PARKING: We will utilize the handicapped parking spaces at the towers and the public parking lots.				
Please describe your plans to notify all residents, businesses and churches impacted by the event:				
be notified as required				

NOTE: Neighborhood residents must be notified 72 hours in advance when events are scheduled in the City parks.

ENTERTAINMENT/ATTRACTIONS AND RELATED EVENT ACTIVITIES

_X_YES NO	Are there any musical entertainment features related to your event? If YES,
	please state the number of stages, number of bands and type of music. Number
	of Stages: 1 Number of Bands:
	Type of Music: Mexican, Rock & Roll, and the NC Community Band
X YES NO	Will sound amplification be used? If YES, please indicate: Start time:
-	7:00pm Finish Time 11:00pm
YES_X_NO	Will sound checks be conducted prior to the event? If YES, please indicate: Start time:
	am/pm Finish Timeam/pm
-	Please describe the sound equipment that will be used for your event:
X_YES NO _G	Fireworks, rockets, or other pyrotechnics? If YES, please describe: Seneral Fireworks display provided by Pyrospectaculars on the 4 th of July
YES <u>X</u> NO	Any signs, banners, decorations, special lighting? If YES, please describe:

Revised 02/29/12

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit.

Organization National City Host Lions Club

Person in Charge of Activity Frank Pekarek
Address 814 Mary Court, National City, CA 91950
Telephone 619-417-8529 Date(s) of Use 6/29/2015to 7/8/2015
HOLD HARMLESS AGREEMENT
As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorneys fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors. Signature of Applicant
Official Title Event Chairperson Frank Pekarek, President, National City Host Lions Club
Date January 13, 2016
For Office Use Only Certificate of Insurance Approved Date



Imagery \$2015 Google, Map data \$2015 Google 100 ft

CITY OF NATIONAL CITY NEIGHBORHOOD SERVICES DEPARTMENT APPLICATION FOR A TEMPORARY USE PERMIT RECOMMENDED APPROVALS AND CONDITIONS OF APPROVAL

SPONSORING ORGANIZATION: National City Host Lions Club EVENT: National City Host Lions Club Annual Independence Day Carnival DATE OF EVENT: June 30, 2016 to July 4, 2016

APPROVALS:			
COMMUNITY SERVICES	YES [x]	NO[]	SEE CONDITIONS [x]
RIŠK MANAGER	YES [x]	1] ОИ	SEE CONDITIONS [x]
DEVELOPMENT SERVICES	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS [x]
FINANCE	YES [x]	NO []	SEE CONDITIONS [x]
FIRE	YES [x]	NO[]	SEE CONDITIONS [x]
POLICE	YES [x]	NO []	SEE CONDITIONS [x]
CITY ATTORNEY	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

COMMUNITY SERVICES

Community Services will collaborate with the City Manager's Office to coordinate and host the Miss National City Pageant on Saturday, July 2, 2016.

RISK MANAGER

- Provide a valid copy of the insurance certificate wherein the City of National City is a named insured.
- That the insurance policy provide a hold harmless and indemnification agreement which must have a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) that would cover the date of the event.
- That the insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not then insurance policy must be submitted to the Risk Management Department for review and approval prior to the issuance of the Temporary Use Permit.
- Provide an Additional Insured endorsement naming the City of National City, its
 officials, agents and employees as an additional insured
- The Certificate Holder must reflect:
 - City of National City
 - Risk Management Department
 - 1243 National City Boulevard
 - National City, CA. 91950
- Name, address and contact information for the broker providing this insurance policy.

DEVELOPMENT SERVICES

PLANNING:

Lights and/or speakers shall be oriented away from adjacent residential properties.

PUBLIC WORKS (619) 336-4580

PARKS DIVISION

- 1. The event organizers shall provide nighttime security for the park and City equipment for the duration of the event.
- 2. The event organizers shall provide a trash dumpster for the event.
- 3. The event organizers shall provide 20 portable toilets.
- The cost to provide park maintenance personnel for these events are estimated to be \$ 15,044.94
- Event Overtime Hours 243 hours @ (\$46.58hr) staff will work every night and day during event \$ 11,318.94
- Clean regular hours 80 hours (\$31.05hr) \$ 2,484.00 clean up park on Tuesday July 5th after event 8 staff 10 hours each.
- Set-up on Wednesday June 29th five staff (4) hours normal hourly rate 20hrs (\$31.05) \$621.00
- Break-down 4 hours @ (\$155.25hr) five staff \$621.00 stage break down 4 hour minimum regular time.
- Thursday June 30th from 5:00 pm 11:00 pm three staff (18hrs) OT
- Friday July 1st from 7 am 3:30 pm two staff (17hrs) OT
- Friday July 1st from 5:00pm 11:00 pm three staff (18hrs) OT
- Saturday July 2nd from 7:00 am 3:30 pm four staff (34hrs) OT
- Saturday July 2nd from 3:30 arn 11:00 pm three staff (25hrs) OT
- Sunday July 3rd from 7:00 am 3.30 pm four staff (34hrs) OT
- Sunday July 3rd from 3:30 pm 11:00 three staff (25.5hrs) OT
- Monday July 4th from 7:30 am 3:30 pm four staff (34hrs) OT
- Monday July 4th from 3:30 pm 12:00 am five staff (37.5hrs) OT
- Tuesday July 5th from 6:00am 4:30 pm eight staff (80hrs) Regular time

STREET DIVISION

- 1. Staff will post No Parking signs along affected streets before the event.
- 2. Staff will barricade affected streets and remove them at the conclusion of the event.
- 3. The cost to provide street personal support for this event is estimated to be \$395.35

Equipment Barricades	4 X \$19.09 16 X \$ 0.35	\$
Overtime	2 X \$48.86	 97.72
Total		395.35

FINANCE

All vendors will need a business license. The Lions Club should submit a list of all vendors to me at least two weeks before the event. All Food vendors will need a Business License plus Health Permit.

FIRE (619) 336-4550

INSPECTION REQUIRED

Total fee amount for all Fire Department permits is one thousand one hundred four dollars (\$1,104.00) dollars. Fees can only be waived by City Council.

Stipulations required by the Fire Department for this event are as follows:

- 1) Fire Department Permit is required for the fireworks display. Permit to be requested and all necessary information provided to the Fire Department a minimum of 14 days prior to the event. Permit fee is five hundred two (\$502.00) dollars. Fees can only be waived by the City Council.
- 2) Fireworks display operations shall be under the direct supervision of a pyrotechnic operator. Pyrotechnic operator shall possess a valid pyrotechnic operator license.
- Minimum six hundred (\$602.00) dollar after hour inspection fee is required for all Fire Safety Inspections taking place after hours, weekends and holidays. Additional hours after the first two hours shall be billed at \$301.00 per hour.
- 4) If tents or canopies are used, tents having an area in excess of 200 square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an

approved State Fire Marshal seal attached. A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking. Certificate of State Fire Marshal flame resistancy shall be provided to the National City Fire Department if applicable. A permit for the projected canopies/tents shall be four hundred (\$400.00) dollars. Fees can only be waived by City Council.

Canopies:

0 - 400 sf -	\$0
401 = 500 sf -	\$250.00
501 - 600 sf -	\$300.00
601 - 700 sf -	\$400.00

Tents:

- 5) All cooking booths to have one 2A:10BC. If grease or oil is used in cooking a 40:BC or class "K" fire extinguisher will be required. All fire extinguishers to have a current State Fire Marshal Tag attached.
- 6) Provide metal cans with lids and label "HOT COALS ONLY" for used charcoal disposal.
- 7) A fire safety inspection is to be conducted by the Fire Department prior to operations of the carnival. Inspection to include all rides, cooking area, game booths, etc.
- 8) Fire safety inspection is to be conducted by the Fire Department of the designated fireworks display area prior to display being conducted.
- 9) Fire Department access into and through the booth areas are to be maintained at all times.
- 10) Access to Morgan and Kimball Towers to be maintained at all times, to both entrances and Fire Department connections for fire sprinkler systems, standpipes, etc.
- 11) Access into park from D Ave is required. Currently blocked by new angled parking (Engineering/Public Works)
- 12) Fire Hydrants surrounding park shall not be blocked or obstructed.
- 13) Site map indicating access points, booth layout, fireworks display area and fireworks fallout area is required. Fireworks contractor shall submit all California State documents necessary for fireworks demonstration.

Note: Total fee amount for all Fire Department permits is one thousand one hundred four dollars (\$1,104.00) dollars.

POLICE (619) 336-4400

The National City police Department traditionally provides security and traffic control for this event. The applicant lists Explorer Scouts and Senior Volunteers as being utilized for the Security Plan. Explorers and Senior Volunteers are not authorized or trained to perform security or enforcement functions. They are volunteers who assist the police department with non-enforcement duties such as traffic control and community public relations. Based on the dates and days of the event for 2016 the Police Department will use on-duty, shift adjustments and reserve police officers as much as possible to staff the event and limit costs and use of overtime.

Police Officers and Reserves with the assistance of Explorer Scouts will provide public safety and traffic control for each day of the event. A detailed plan will be developed and submitted for approval by the Field Operations Captain, Capt. Espiritu that provides adequate staffing for the anticipated crowd attendance each day of the event, Thursday June 30th thru Monday, July 4th. The NPT-1 Day Watch Commander, Lt. Alex Hernandez, will be in charge of the police Department planning and response for the event and the primary point of contact.

Last year the event incurred approximately 120 hours of police overtime, primarily on Saturday and Sunday the 4th of July. This year's event will cover a full weekend in addition to Monday the 4th of July, so there will be an additional busy day with expected large crowds to staff for. Therefore I am estimating a need to add 10 additional hours of overtime for staffing slots that can't be filled with on-duty or shift adjustments, for a total of 130 OT hours. Using current Step E police officer time and half pay rate at \$58.95 per hour x 130 hours the estimate overtime costs total is \$7,665. (Note: the Police Officers Association is currently in negotiations with the City for a new labor contract. Should the contract include pay raises that go into effect prior to the July 4th event, the new contract may add to the overtime cost estimate).

CITY ATTORNEY

Requires an indemnification and hold harmless agreement, and a policy of general liability insurance, with the City and its officials, employees, agents and volunteers as additional insureds, with amounts of coverage to be determined by the Risk Manager.

The following page(s) contain the backup material for Agenda Item: Investment Report for the quarter ended December 31, 2015. (Finance)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

February 16, 2016 AGENDA ITEM NO. MEETING DATE: **ITEM TITLE:** Investment Report for the quarter ended December 31, 2015. DEPARTMENT: Finance
APPROVED BY: PREPARED BY: Ronald Gutlay PHONE: 619-336-4346 **EXPLANATION:** See attached staff report. APPROVED: **FINANCIAL STATEMENT:** ACCOUNT NO. APPROVED: See attached staff report. **ENVIRONMENTAL REVIEW:** This is not a project and, therefore, not subject to environmental review. FINAL ADOPTION: ORDINANCE: INTRODUCTION: **STAFF RECOMMENDATION:** Accept and File the Investment Report for the Quarter ended December 31, 2015. **BOARD / COMMISSION RECOMMENDATION:** N/A

ATTACHMENTS:

- 1. Staff Report
- 2. Investment Listings



City Council Staff Report

February 16, 2016

ITEM

Staff Report: Investment Report for the quarter ended December 31, 2015.

BACKGROUND

The California Government Code (§ 53646(b)) requires that, when the treasurer or the chief fiscal officer of a local agency renders to the legislative body of the agency a quarterly report on the agency's investment portfolio, such report shall include the following information regarding all securities, investments, and moneys held by the local agency:

- > type of investment;
- issuer (bank or institution);
- > date of maturity;
- dollar amount invested; and
- current market valuation as of the date of the report.

In addition, the Government Code (§ 53646(b)(2)) requires that the report state the City's compliance with its investment policy and include a statement regarding the ability of the local agency to meet its pool's ability to meet its expenditure requirements Code (§ 53646(b)(3)).

OVERVIEW OF CITY INVESTMENTS

The City's pooled investment portfolio balance as of December 31, 2015 is summarized below and compared to the balance as of December 31, 2014.

	12/31/2015	12/31/2014
Book Value 1	\$ 55,191,905	\$ 53,539,213
Market Value ²	\$ 55,021,553	\$ 53,350,745

- (1) actual cost of investments
- (2) amount at which the investments could be sold

The California Treasurer's Local Agency Investment Fund ("LAIF") and The County of San Diego Pooled Money Fund comprise 59.32% of the City of National City's total investment portfolio (50.15% and 9.17%, respectively). These are liquid investment pools that allow participants to earn market rate returns, while retaining access to funds within 24 to 48 hours of a withdrawal request with no penalty. The remainder of the City's portfolio is composed of investments that may be liquidated at any time. However, these investments likely do not

Page 2 Staff Report: Investment Report for the quarter ended December 31, 2015. February 16, 2016

provide the short liquidity (i.e., quick access to funds) of the pooled money funds, and liquidation/withdrawal of these investments is at the risk of loss and/or penalty to the City.

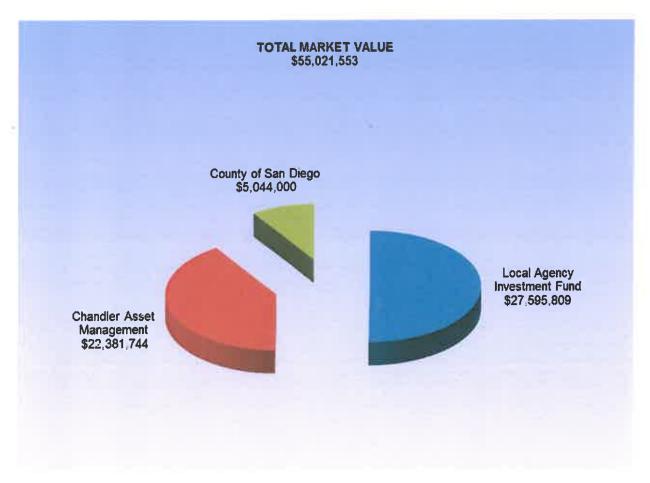
Summaries of the City's investment portfolio are illustrated below.

INVESTMENT PORTFOLIO SUMMARY BY ISSUER/MANAGER

As of December 31, 2015

Issuer/Manager	Book Value	Ma	Total rket Value ¹	Market YTM	% of Portfolio
Local Agency Investment Fund	27,590,633	\$	27,595,809 ²	0.40%	50.15%
Chandler Asset Management	22,534,303	\$	22,381,744	1.12%	40.68%
County of San Diego	5,066,969	\$	5,044,000	0.67%	9.17%
Totals for December 2015	55,191,905		55,021,553		100.00%

- 1 includes accrued interest
- 2 calculated on 30/360 basis



February 16, 2016

INVESTMENT PERFORMANCE BY ISSUER/MANAGER

For the Quarter Ended December 31, 2015

un i	Total Mar	ket V	'alue ¹		
Issuer/Manager	9/30/15		12/31/15	Change	Yield (Net) 3
Local Agency Investment Fund	\$ 31,609,403	\$	27,595,809	\$ (4,013,594) 2	0.27%
Chandler Asset Management	22,471,892		22,381,744	\$ (90,148)	0.54%
County of San Diego	5,058,000	P 45.	5,044,000	\$ (14,000)	0.67%
Totals for December 31, 2015	\$ 59,139,295	- \$	55,021,553	\$ (4,117,742)	

¹ includes accrued interest

COMPLIANCE STATEMENT

All of the City's investments are in compliance with the City's investment policy (City Council Policy No. 203) and the California Government Code (§ 53601 et seq).

FINANCIAL STATEMENT

Realized and unrealized gains/(losses) for the period, reflected below, were \$38,045. These changes include changes in security market values, gain/(loss) from the sale of assets, accrued interest, and reinvested interest/earnings.

Issuer/Manager	Gain/(Loss)
Chandler Asset Management	4,327
County of San Diego	6,109
LAIF	27,608
Totals for December 31, 2015	\$ 38,045

The difference between the changes reflected in the previous two tables is attributable to the purchase and sale of securities for which the first of the tables accounts but the second table typically does not (unless an investment is sold before maturity).

STAFF CERTIFICATION

Staff certifies that there are sufficient funds to meet the pool's expenditure requirements.

RECOMMENDATIONS

Accept and file the Investment Report for the quarter ended December 31, 2015.

² Withdrawals 11/12/15 \$2,000,000 & 12/1 15 \$2,000,000

³ Annualized

Local Agency Investment Fund P.O. Box 942809 Sacramento, CA 94209-0001 (916) 653-3001

www.treasurer.ca.gov/pmia-laif/laif.asp January 26, 2016

CITY OF NATIONAL CITY

PMIA Average Monthly Yields

FINANCE DIRECTOR
1243 NATIONAL CITY BLVD
NATIONAL CITY, CA 91950-4397

Account Number: 98-37-576

Tran Type Definitions

December 2015 Statement

Effective Transaction Tran Confirm

 Date
 Date
 Type
 Number
 Authorized Caller
 Amount

 12/1/2015
 12/1/2015
 RW 1486143
 JAVIER CARCAMO
 -2,000,000.00

Account Summary

 Total Deposit:
 0.00
 Beginning Balance:
 29,590,632.92

 Total Withdrawal:
 -2.000,000.00
 Ending Balance:
 27,590,632.92

Local Agency Investment Fund P.O. Box 942309 Sacramento, CA 94209-0001 (916) 683-3001

waw.tressurer.ca.207/pmis-laff/taif.ssp December 15, 2015

CITY OF NATIONAL CITY

FINANCE DIRECTOR 1243 NATIONAL CITY BLVD NATIONAL CITY, CA 91950-4397 PMIA Average Monthly Vielis

Account Number: 98-37-576

Language Alexandra

November 2015 Statement

 Effective Date
 Transaction Type Date
 Confirm Number
 Authorized Caller
 Amount

 11/12/2015
 11/12/2015
 RW
 1485032
 JAVIER CARCAMO
 -2,000,000.00

Account Summary

 Total Deposit:
 0.00
 Beginning Balance:
 31,590,632.92

 Total Withdrawal:
 -2,000,000.00
 Ending Balance:
 29,590,632.92

Local Agency Investment Fund P.O. Box 942809 Sacramento, CA 94209-0001 (916) \$53-3001

November 16, 2015

CITY OF NATIONAL CITY

FINANCE DIRECTOR 1243 NATIONAL CITY BLVD NATIONAL CITY, CA 91950-4397 PNIA Acreups Southly Meld-

Account Number: 98-37-576

les the framition

October 2015 Statement

	Date	Transaction Date 10/14/2015	Type	Confirm Number 1480893	Authorized Caller SYSTEM		ount 5,415.37
Ac	count Summa	ry					
Tot	al Deposit:		2	25,415.37	Beginning Balance:	31,	,565,217.55
Tot	al Withdrawal	•		0.00	Ending Balance:	31,	,590,632.92

Monthly Account Statement

City of National City

December 1, 2015 through December 31, 2015

Chandler Team

For questions about your account, please call (800) 317-4747 or Email operations@chandlerasset.com

Custodian

Bank of New York Mellon Trust Company Kitty Kwong

(213)630-6279

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Prices are provided by IDC, an independent pricing source.

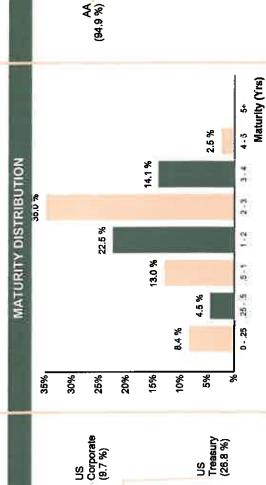
6225 Lusk Boulevard | San Diego, CA 92121 | Phone 800 317 4747 | Fax 858 546 3741 | www.chandlerasset.com

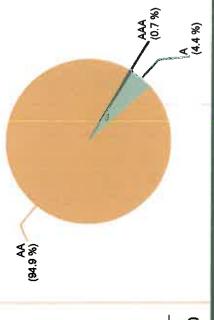


Portfolio Summary As of 12/31/2015



ACCOUNT SUMMARY TOP ISSUERS	Beg Values End Values Issuer as of 11/30/15 as of 12/31/15 Government of United States	Market Value 22,345,018 22,315,882 Federal Home Loan Mortgage Corp	Accrued Interest 60,752 65,863 Federal National Mortgane Assoc	Total Market Value 22,405,769 22,381,744 Federal Home Loan Bank	Income Earned 22,505 22,621 Federal Farm Credit Bank	Cont/WD -1,721 Berkshire Hathaway	Par 22,347,134 22,369,865 General Electric Co	22,535,301 22,534,303	Cost Value 22 535 301 22 534 303
PORTFOLIO CHARACTERISTICS	1.87	1.23 %	1.03 %	1.12 %	AA+/Aaa	1.91 yrs	1.91 vrs		
CHARAC.		Average Coupon	Average Purchase YTM	Average Market YTM	Average S&P/Moody Rating	Average Final Maturity			





CREDIT QUALITY (S&P)

SECTOR ALLOCATION

Money Market Fund FI FI (0.1 %)

PERFORMANCE REVIEW			н
Total Rate of Return As of 12/31/2015	Current	Latest 3 Months	7 5
City of National City	-0.10 %	-0.38 %	0.5

Agency (63.4 %)

(4.4 %)	
1 0	

Since 2/29/2012 2.12 % 2.04 %

Total Rate of Return Current As of 12/31/2015 Latest Month As of 12/31/2015 Year As of 12/31/2015 Year As of 12/31/2015 To Date As of 1 Yr 1 Yr City of National City BAML 1-3 Yr US Treasury/Agency Index -0.10 % -0.43 % 0.56 % 0.56 % 0.56 % 0.56 %		2/29/2012 0.55 % 0.53 %
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City of National City

December 31, 2015

COMPLIANCE WITH INVESTMENT POLICY

Assets managed by Chandler Asset Management are in full compliance with State law and with the City's investment policy.

Category	Standard	Comment
Local Agency Bonds	No Limitation; BBB rated equivalent by a NRSRO	Complies
Treasury Issues	No Limitation	Complies
Agency Issues	No Limitation	Complies
Banker's Acceptances	40% maximum; <180 days maturity; A-1 rated equivalent by at least two NRSROs	Complies
Commercial Paper *	25% maximum; <270 days maturity; A-1 rated equivalent by at least two NRSROs	Complies
Negotiable Certificates of Deposit *	30% maximum; A rated equivalent by at least two NRSROs	Complies
Medium Term Notes *	30% maximum; A rated equivalent by at least two NRSROs	Complies
	*10% combined total exposure to Commercial Paper, Negotiable Certificates of Deposit, and Medium Term Notes	
Money Market Mutual Funds	20% maximum; rated AAA equivalent by at least two NRSROs	Complies
Mortgage Pass-throughs, CMOs and Asset Backed Securities	20% maximum; AA-rated issue; A-rated issuer	Complies
Local Agency Investment Fund - L.A.I.F.	Currently not used by investment adviser	Complies
Prohibited Securities	Inverse floaters; Ranges notes, Interest- only strips from mortgaged backed securities; Zero interest accrual securities	Complies
Issuer Maximum	5% per issuer for all non-government issuers	Complies
Maximum maturity	5 years	Complies

Reconciliation Summary As of 12/31/2015

BOOK VALUE RECONCILIATION	
Beginning Book Value	\$22,535,300.50
Acquisition	
+ Security Purchases \$1,118,058.00	00
+ Money Market Fund Purchases \$1,111,798.31	31
+ Money Market Contributions \$600.00	00
+ Security Contributions \$0.00	00
+ Security Transfers \$0.00	00
Total Acquisitions	\$2,230,456.31
Dispositions	
- Security Sales \$0.00	00
- Money Market Fund Sales \$1,122,346.54	24
- MMF Withdrawals \$2,321.00	00
- Security Withdrawals \$0.00	00
- Security Transfers \$0.00	000
- Other Dispositions \$0	\$0.00
- Maturites \$1,090,000.00	.00
- Calls \$0.00	00
- Principal Paydowns \$0.00	00
Total Dispositions	\$2,214,667.54
Amortization/Accretion	
+/- Net Accretion \$0	\$0.00
Gain/Loss on Dispositions	
+/- Realized Gain/Loss (\$16,786.30)	(0)
	(\$16,786.30)
Ending Book Value	\$22,534,302,97

		\$32 133.79
Acquisition		Î
Contributions	\$600.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$21,797.70	
Dividend Received	\$0.61	
Principal on Maturities	\$1,090,000.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$0.00	
Total Acquisitions	\$1,112,398.31	
Disposition		
Withdrawals	\$2,321.00	
Security Purchase	\$1,118,058.00	
Accrued Interest Paid	\$4,288.54	
Total Dispositions	\$1,124,667.54	
Ending Book Value		\$19,864.56



Holdings Report As of 12/31/15

1.47 1.97 1.95 2.04 2.00 2.18 2.15 Maturity 1.08 1.19 1.32 1.66 1.64 1.75 1.75 2.32 0.41 0.40 0.65 0.64 0.71 0.79 0.94 2.11 Moody/S&P Fitch Aaa / AA+ AAA Aaa / AA+ AAA Aaa / AA+ AAA Aaa / AA+ AAA AA. AAA ¥¥. **₩** AAA ¥ Ą Ϋ́ AAA AAA ¥ ¥ ¥ % of Port Gam/Loss 2.16 % (11,118.72) 2.40 % (2,943.03) 2.45 % (3,369.30) 2.52 % (1,866.19) 2.43 % 7,713.39 2.35 % (4,154.85) 1.56 % (1,724.10) 2.18 % 5,101.89 2.63 % 6,372.00 1.78 % (358.80) 2.12 % 7,003.47 2.01 % (2,862.15) 1.53 % (5,560.36) 1.69 % (17,920 13) 2.61 % (25,134.40) 1.71 % (53,819.98) 2.15 % (2,962.08) 2.31 % 125.15 1.69 % 1.80 % (7,828.00)(21,051.38)523,554.15 1,341.67 448,826.85 928.13 564,687.56 156.94 543,143.19 1,629.32 348,320.70 93.58 486,056.48 1,725.21 586,129.60 2,050.66 397,193.20 1,108.33 471,476.27 2,010.56 Market Value Accrued Int 515,027.30 935.01 340,518.84 922.25 376,941.75 1,979.17 377,884.50 885.42 579,627.60 4,025.00 376,314.27 5,588.56 480,354.72 898.33 483,550.08 476.67 401,500.00 2,097.22 535,443.52 1,679.31 547,675.70 767.71 Mkt Price Mkt YTM 100.15 0.42 % 100.74 0.83 % 100.38 0.90 % 100.08 0.93 % 99.58 1.07 % 99.94 1.04 % 99.66 1.08 % 99.72 1.16 % 99.52 1.12 % 99.20 1.15 % 99.30 100.31 99.74 1.24 % 100.01 100.52 0.51 % 100.77 0.60 % 100.80 0.76 % 103.10 0.78 % 100.07 0.78 % 99.34 1.19 % 566,553.75 566,553.75 464,472.80 464,472.80 451,689.00 451,689.00 430,134.25 409,328.00 409,328.00 538,386.55 538,386.55 551,045.00 551,045.00 527,709.00 527,709.00 350,044.80 350,044.80 480,954.59 480,954.59 579,757,60 579,757,60 397,552.00 397,552.00 604,762.00 604,762.00 483,316.80 483,316.80 494,668.80 494,668.80 535,429.80 535,429.80 Cost Value Book Value 514,902.15 514,902.15 346,079.20 346,079.20 397,993.13 397,993.13 395,804.63 09/23/2015 0.63 % 03/14/2014 0.91 % 09/23/2015 0.74 % 07/31/2015 0.87 % 07/28/2014 1.30 % 12/11/2013 1.31 % 02/26/2015 09/17/2013 1.65 % 01/09/2013 0.56 % 11/14/2013 0.64 % 02/29/2012 0.97 % 09/17/2012 0.71 % 08/20/2012 0.86 % 08/15/2013 1.32 % Various 1.00 % 02/25/2013 0.44 % 03/11/2013 03/11/2013 02/24/2012 0.86 % 03/20/2012 06/22/2012 0.88 % Purchase Date Book Yield 450,000.00 565,000.00 190,000.00 590,000.00 400,000.00 470,000.00 365,000.00 480,000.00 480,000.00 00.000,001 535,000.00 550,000.00 545,000.00 525,000.00 350,000.00 515,000.00 340,000.00 375,000.00 375,000.00 575,000.00 Par Value/Units 0.875% Due 10/14/2016 FNMA Note 0.875% Due 12/20/2017 FHLB Note 1.125% Due 4/25/2018 2.375% Due 4/11/2016 1.625% Due 12/9/2016 0.875% Due 8/28/2017 FHLMC Note 0.875% Due 3/7/2018 0.75% Due 1/12/2018 0.875% Due 2/8/2018 1.375% Due 3/9/2018 FFCB Note 0.75% Due 4/24/2017 1.25% Due 1/30/2017 Security Description 0.43% Due 1/29/2016 .05% Due 3/28/2016 2.5% Due 5/27/2016 5.2% Due 9/15/2016 FHLMC Note 2% Due 8/25/2016 1% Due 6/21/2017 FHLMC Note 1% Due 9/29/2017 FHLMC Note 1% Due 3/8/2017 FHLMC Note FHLMC Note FHLMC Note FNMA Note FNMA Note FNMA Note FNMA Note FHLB Note FHLB Note FHLB Note FFCB Note FFCB Note FFCB Note 3137EACW7 3135G0GY3 3135G0MZ3 3135G0RT2 3137EADN6 3135G0TG8 3135G0BA0 3137EADS5 3137EADC0 3133EFAN7 3137EADL0 3137EADP1 3130A4GJ5 3137EACT4 313379DD8 313378A43 3133ECFV1 3133EAJU3 313371PV2 31331V3Z7 AGENCY CUSIP



Holdings Report As of 12/31/15

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt VTM	Market Value Accrued Int.	% of Port. 1 Gain/Loss	Moody/S&P Fitch	Maturity
AGENCY									
3133EEJ50	FFCB Note 1.03% Due 5/11/2018	450,000.00	05/05/2015 1.09 %	449,145.00 449,145.00	99.37 1.30 %	447,153.30 643.75	2.00 % (1,991.70)	Aaa / AA+ AAA	2.36
3135G0WJ8	FNMA Note 0.875% Due 5/21/2018	450,000.00	05/05/2015 1.06 %	447,472.80 447,472.80	99.06 1.27 %	445,781.70 437.50	1.99 % (1,691.10)	Aaa / AA+ AAA	2.39
3135G0E33	FNMA Note 1.125% Due 7/20/2018	450,000.00	Various 1.15 %	449,689.56 449,689.56	99.59 1.29 %	448,164.45 2,264.06	2.01 % (1,525.11)	Aaa / AA+ AAA	2.55
3135G0YT4	FNMA Note 1.625% Due 11/27/2018	440,000.00	08/31/2015 1.18 %	446,141.96 446,141.96	100.73 1.37 %	443,202.32 675.28	1.98 % (2,939.64)	Aaa / AA+ AAA	2.91
3133EFSJ7	FFCB Note 1.3% Due 12/14/2018	550,000.00	12/10/2015	549,279.50 549,279.50	99.63 1.43 %	547,981.50 337.64	2.45 % (1,298.00)	Aaa / AA+ AAA	2.96
3133782M2	FHLB Note 1.5% Due 3/8/2019	440,000.00	05/28/2015 1.30 %	443,207.60 443,207.60	99.94 1.52 %	439,714.88 2,071.67	1.97 % (3,492.72)	Aaa / AA+ AAA	3.19
3137EADK2	FHLMC Note 1.25% Due 8/1/2019	450,000.00	05/05/2015 1.46 %	446,149.35 446,149.35	98.89 1.57 %	444,995.10 2,343.75	2.00 % (1,154.25)	Aaa / AA+ AAA	3.59
313380FB8	FHLB Note 1.375% Due 9/13/2019	540,000.00	Various 1.52 %	536,816.60 536,816.60	98.82 1.71 %	533,607.48 2,227.50	2.39 % (3,209.12)	Aaa / AA+ NR	3.70 3.57
3137EADM8	FHLMC Note 1.25% Due 10/2/2019	450,000.00	05/05/2015 1.52 %	444,822.75 444,822.75	98.64 1.63 %	443,866.05	1.99 % (956.70)	Aaa / AA+ AAA	3.76
3135G0D75	FNMA Note 1.5% Due 6/22/2020	575,000.00	12/17/2015 1.75 %	568,778.50 568,778.50	98.75 1.79 %	567,840.10 215.63	2.54 % (938.40)	Aaa / AA+ AAA	4.48
Total Agency		14,170,000.00	1.06 %	14,302,087.47 14,302,087.47	1.12 %	14,146,533.16 43,906.46	63.40 % (155,554.31)	Aaa / AA+ Aaa	1.94
MONEY MARKET FIIND FI	E CNI E								
60934N807	Federated Govt Oblig Fund Inst.	19,864.56	Various 0.01 %	19,864.56 19,864.56	1.00 0.01 %	19,864.56 0.00	00:0	Aaa / AAA AAA	0.00
Total Money Market Fund Fl	arket Fund Fl	19,864.56	0.01 %	19,864.56 19,864.56	0.01%	19,864.56 0.00	00.0 00.0	Aaa / AAA Aaa	0.00
US CORPORATE	=								
037833AH3	Apple Inc Note 0.45% Due 5/3/2016	240,000.00	06/17/2014	239,527.20 239,527.20	99.97 0.55 %	239,916.00 174.00	1.07 % 388.80	Aa1 / AA+ NR	0.34
084670BD9	Berkshire Hathaway Note 1.9% Due 1/31/2017	285,000.00	06/17/2014 1.02 %	291,429.60 291,429.60	100.87 1.09 %	287,472.95	1.29 % (3,956.65)	Aa2 / AA A+	1.09
91159HHD5	US Bancorp Callable Note Cont 4/15/2017 1.65% Due 5/15/2017	250,000.00	05/19/2014 1.07 %	254,227.50 254,227.50	100.30	250,755,50 527.08	1.12 % (3,472.00)	A1/A+ AA	1.37
36962G6K5	General Electric Capital Corp Note 1.6% Due 11/20/2017	270,000.00	11/24/2014 1.32 %	272,208.60 272,208.60	100.65 1.25 %	271,753.92 492.00	1.22 % (454.68)	A1 / AA÷ NR	1.89



Holdings Report As of 12/31/15

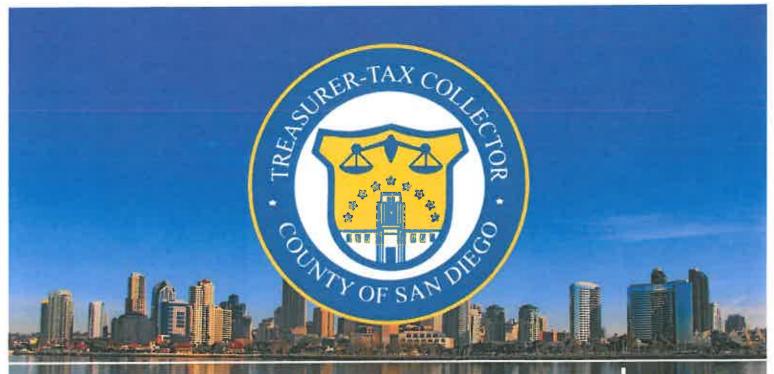
CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int	% of Port Moody/S&P Gain/Loss Fitch	Moody/S&P Fitch	Maturity
US CORPORATE	3								
166764AA8	Chevron Corp Callable Note Cont 11/5/17 1.104% Due 12/5/2017	260,000.00	05/19/2014 1.14 %	259,703.60 259,703.60	99.31 1.48 %	258,212.24 207.31	1.15 % (1,491.36)	Aa1 / AA NR	1.93
94974BFG0	Wells Fargo Corp Note 1.5% Due 1/16/2018	270,000.00	11/24/2014 1.58 %	269,365.50 269,365.50	99.57	268,849.80 1,856.25	1.21 % (515.70)	A2 / A AA-	2.05
808513AK1	Charles Schwab Corp Callable Note Cont 2/10/2018 1.5% Due 3/10/2018	250,000.00	04/07/2015 1.28 %	251,547.50 251,547.50	99.51 1.74 %	248,778.25 1,156.25	1.12 % (2,769.25)	A2 / A	2.19
747525AG8	Qualcomm Inc Note 1.4% Due 5/18/2018	220,000.00	06/16/2015 1.53 %	219,205.80 219,205.80	99.14 1.77 %	218,118.56 350.78	0.98 % (1,087.24)	A1/A+ NR	2.38
594918BF0	Microsoft Note 1.3% Due 11/3/2018	130,000.00	10/29/2015 1.33 %	129,870.00 129,870.00	99.82 1.36 %	129,767.95 272.28	0.58 % (102.05)	Aaa / AAA AA+	2.84
Total US Corporate	rate	2,175,000.00	1.19 %	2,187,085.30 2,187,085.30	1.37 %	2,173,625.17 7,307.24	9.74 % (13,460.13)	A1 / AA. AA-	1.72
US TREASURY									
912828UM0	US Treasury Note 0.375% Due 2/15/2016	500,000.00	11/14/2013	500,216.52 500,216.52	100.00 0.38 %	500,000.00	2.24 % (216.52)	Aaa / AA+ AAA	0.13
912828QA1	US Treasury Note 2.25% Due 3/31/2016	500,000.00	12/14/2012 0.38 %	530,431.36 530,431.36	100.45 0.45 %	502,226.50 2,858.61	2.26 % (28,204.86)	Aaa / AA+ AAA	0.25
912828WX4	US Treasury Note 0.5% Due 7/31/2016	400,000.00	11/16/2015	400,016.97 400,016.97	99.93 0.61 %	399,734.40 836.96	1.79 % (282.57)	Aaa / AA+ AAA	0.58
912828RF9	US Treasury Note 1% Due 8/31/2016	570,000.00	10/12/2012 0.48 %	581,357.38 581,357.38	100.20 0.69 %	571,157.67 1,926.10	2.56 % (10,199.71)	Aaa / AA+ AAA	0.67
912828SY7	US Treasury Note 0.625% Due 5/31/2017	500,000.00	03/14/2014	496,290.74 496,290.74	99.56 0.94 %	497,793.00 273.22	2.23 % 1,502.26	Aaa / AA+ AAA	1.42
912828UU2	US Treasury Note 0.75% Due 3/31/2018	520,000.00	09/03/2014 1.27 %	510,637.68 510,637.68	99.11 1.15 %	515,348.60 990.98	2.31 % 4,710.92	Aaa / AA+ AAA	2.25
912828UZ1	US Treasury Note 0.625% Due 4/30/2018	415,000.00	Various 0.92 %	411,180.30 411,180.30	98.71 1.19 %	409,666.42	1.83 % (1,513.88)	Aaa / AA+ AAA	2.33
912828VK3	US Treasury Note 1.375% Due 6/30/2018	400,000.00	02/26/2015 1.15 %	402,954.47 402,954.47	100.39 1.21 %	401,578.00	1.79 % (1,376.47)	Aaa / AA+ AAA	2.50
912828XK1	US Treasury Note 0.875% Due 7/15/2018	450,000.00	07/31/2015 0.99 %	448,560.10 448,560.10	99.10 1.24 %	445,939.65	2.00 % (2,620.45)	Aaa / AA+ AAA	2.54
912828L40	US Treasury Note 1% Due 9/15/2018	450,000.00	10/29/2015 1.03 %	449,667.52 449,667.52	99.29 1.27 %	446,800.95	2.00 % (2,866.57)	Aaa / AA+ AAA	2.71
912828SD3	US Treasury Note 1.25% Due 1/31/2019	400,000.00	04/29/2015	401,095.09 401,095.09	99.66 1.36 %	398,656.40 2,092.39	1.79 % (2,438.69)	Aaa / AA+ AAA	3.09
912828ST8	US Treasury Note 1.25% Due 4/30/2019	450,000.00	Various 1.27 %	449,676.31	99.36 1.45 %	447,134.86 958.10	2.00 % (2,541.45)	Aaa / AA+ AAA	3.33



Holdings Report As of 12/31/15

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	of Port Moody/S&P Gain/Loss Fitch	Maturity
US TREASURY	Α.								TO THE PARTY OF TH
912828UB4	US Treasury Note 1% Due 11/30/2019	450,000.00	10/29/2015	443,181.20 443,181.20	97.74 1.60 %	439,822.35	1.97 % (3,358.85)	AAA AAA	3.92
Total US Treasury	sury	6,005,000.00	0.88%	6,025,265.64 6,025,265.64	1.02 %	5,975,858.80 14,649.03	26.77 % /	Aaa / AA+ Aaa	1.91
TOTAL PORTFOLIO	FOLIO	22,369,864.56	1.03 %	22,534,302.97 22,534,302.97	1.12 %	22,315,881.69 65,862.73	100.00 % A	Aaa / AA+ Aaa	1.91
TOTAL MARK	TOTAL MARKET VALUE PLUS ACCRUED					22,381,744.42			

Execution Time: 1/4/2016 9:02:28 PM



COUNTY OF SAN DIEGO INVESTMENT POOL
TREASURY INVESTMENT RESULTS

DEC 2015

County of San Diego Treasurer-Tax Collector | 1600 Pacific Hwy, San Diego, CA 92101 | www.sdtreastax.com

PARTICIPANT CASH BALANCES

San Diego Pooled Money Fund as of December 31, 2015

PARTICIPANT	FMV 10/31/15	FMV 11/30/15	FMV 12/31/15	% of Total	PARTICIPANT
COUNTY	\$1,023,029	\$1,649,608	\$1,854,899	21.80%	Lakeside Fire
COUNTY - SPECIAL TRUST FUNDS	1,632,727	1,578,717	1,952,957	22.95%	Leucadia Water District
NON-COUNTY INVESTMENT FUNDS	187,221	193,205	208,379	2.45%	Lower Sweetwater FPD
SCHOOLS - (K THRU 12)	2,559,020	2,370,673	3,082,363	36,22%	Metropolitan Transit System
					Mission Resource Conservation
COMMUNITY COLLEGES					North County Cemetery District
San Diego	190,078	173,262	227,987	2.68%	North County Cemetry Perpetu
Grossmont	95,734	90,855	111,519	1.31%	North County Cemetery
Mira Costa	16,226	11,397	35,702	0.42%	North County Dispatch
Palomar	311,532		329,329	3.87%	North County Fire
Southwestern	218,133	216,778	230,913	2.71%	Otay Water District Investment
Total Community Colleges	831,703	790,296	935,449	10.99%	Pine Valley FPD
	•				Pomerado Cemetery District
SDCERA	3,920	637	3,897		Ramona Cemetery District
SANCAL.	22,124		10,006		Ramona Cemetery Perpetual
MTDB	712	710	713		Rancho Santa Fe FPD
SANDAG	55,252	63,277	63,766		Rincon del Diablo Municipal W
	***				San Diego Housing Commission
CITIES					San Diego Rural Fire
Chula Vista	39,356	34,304	34,434		San Dieguito River
Del Mar	3,036	3,029	3,040		San Marcos FPD
Encinitas	2	· ·	2		San Miguel FPD
Lemon Grove	2	2	2		San Ysidro Sanitation
National City	5,037	5.025	5,044		Santa Fe Imigation District
Thursday City	*,	-,	·		SDC Regional Airport Authority
INDEPENDENT AGENCIES					Upper San Luis Rey Reservoir
Alpine FPD	603	513	1,277		Vallecitos Water District
Bonita Sunnyside FPD	4,245	3,858	4,767		Valley Center FPD
Borrego Springs FPD	1,122	1,091	1,192		Valley Cntr Cemetery
Deer Springs FPD	8,008	8,108	7,975		Valley Ctr Cem Perpetual
Fallbrook Public UTL	14	14	14		Valley Ctr Water District
Grossmont Healthcare District	1,000	997	1,001		Vista FPD
Public Agency Self Insurance System	3,334	3,326	3,338		Total Independent Agencie
Julian-Cuyamaca FPD	161	54	162		
Lake Cuyamaca Rec & Park	104	97	78		Pooled Money Fund Total

(\$000)				
PARTICIPANT	FMV 10/31/15	FMV 11/30/15	FMV 12/31/15	% of Total
Lakeside Fire	4,691	4,044	6,399	
Leucadia Water District	11,382	11,355	11,398	
Lower Sweetwater FPD	381	388	486	
Metropolitan Transit System	3,905	7,511	7,520	
Mission Resource Conservation District	437	436	323	
North County Cemetery District	1,439	1,303	1,330	
North County Cemetry Perpetual	1,558	1,567	1,585	
North County Cemetery	1,013	953	1,142	
North County Dispatch	3,659	4,032	3,725	
North County Fire	1,398	1,547	1,720	
Otay Water District Investment	16,339	16,300	16,363	
Pine Valley FPD	491	495	568	
Pomerado Cemetery District	1,625	1,575	1,729	
Ramona Cemetery District	538	521	571	
Ramona Cemetery Perpetual	365	364	366	
Rancho Santa Fe FPD	8,347	7,714	10,586	
Rincon del Diablo Municipal Water District	2,998	2,991	3,002	
San Diego Housing Commission	7,026	7,010	7,036	
San Diego Rural Fire	171	0	370	
San Dieguito River	538	423	682	
San Marcos FPD	1	1	1	
San Miguel FPD	4,879	4,594	8,643	
San Ysidro Sanitation	13	13	13	
Santa Fe Imigation District	4,930	4,918	4,937	
SDC Regional Airport Authority	239,219	236,863	217.456	
Upper San Luis Rey Reservoir	27	27	30	
Vallecitos Water District	5,090	5,078	5,097	
Valley Center FPD	3,109	2,956	3,190	
Valley Cntr Cemetery	49	50	61	
Valley Ctr Cem Perpetual	242	243	244	
Valley Ctr Water District	15,676	15,679	15,848	
Vista FPD	2,172	2,167	2,175	
Total Independent Agencies	491,741	477,993	475,309	5.59%

\$6,725,440 \$7,060,492 \$8,509,355 100.00%

			CREDITS	5,060,859.16	5,060,859.16	6,109.49
		Run Date 01/11/16 09:46:16 Page: 2 of 2	DEBITS 5,066,268.65	5,066,969.65	E E	0.00
Run Date:01/11/16 09:46:16 Page: 1 of 2		Run Page	LINE ITEM SOURCE ITEM GL DATE	Total : Ending Balance : Beginning Balance :	Total # Ending Balance : Beginning Balance :	Total : Ending Balance : Grand Total :
Run Date:O Page: 1 of		r Activity Report	DESCRIPTION			
COSD General Ledger Activity Report		COSD General Ledger Activity Report Period DEC-15	Y NAME	- ACTUAL BASIS		
COSD General	# USD # 44077 # 44077 # 1 # 44077 # 1 # 44077 # 1 # 44077 # 1 # 44077 # 1 # 1 # 1 # 1 # 1 # 1 # 1 # 1 # 1 #		SOURCE CATEGORY	FUND BALANCE AVALLABLE - ACTUAL BASIS	INTEREST RECEIPTS	
ORGI.0046	Report Parameters Currency Fund Low Fund High Org Low Org Low Org High Dept Account Low Account High Period Period Balance Type	ORGL0046	Org FUND : 44077 ACCOUNT : 10100	ACCOUNT : 34100	ACCOUNT : 80468	

2/3/2016

The following page(s) contain the backup material for Agenda Item: National City Sales Tax Update Newsletter - Third Quarter 2015 (Finance)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: February 16, 2016	AGENDA ITEM NO.
ITEM TITLE:	
National City Sales Tax Update Newsletter – Third Qua	arter 2015
	DEPARTMENT: Finance 1
PREPARED BY: Ed Prendell, Budget Analyst	DEPARTMENT: Finance APPROVED BY: Mali Calub
PHONE: 619-336-4332	
EXPLANATION: BACKGRO	
National City has an on-going contract with Hinderliter, de Llamas with a representative of HdL on a quarterly basis to review sales to NEWSLETTER S	ax data & trends within the City & Statewide.
National City's receipts from July through September were 5.9% abov	ve the third sales period in 2014.
Used autos, auto repair and auto lease were in double digit territ Lumber/building materials posted stellar gains compared to a year ag	JO.
Multiple temporary payment deviations overstated the increase in openings in the quick-service and fast-casual categories. Overall per trend with department stores performing well.	restaurants and hotels. The increase was boosted by recent
Lower fuel prices dragged down the fuel and service station group.	
The city's voter approved transactions tax, Measure D, increased 5.5 factor.	5%. Gains in auto and building-related sectors were the largest
Net of aberrations, taxable sales for all of San Diego County grew 2	2.9% over the comparable time period; the Southern California
region was up 3.6%.	July to the -
FINANCIAL STATEMENT:	APPROVED: MIS
ACCOUNT NO.	APPROVED: MIS
NA	
ENVIRONMENTAL REVIEW:	
This is not a project and, therefore, not subject to envir	onmental review.
, , , , , , , , , , , , , , , , , , ,	
ORDINANCE: INTRODUCTION: FINAL ADOPTI	ON:
STAFF RECOMMENDATION:	
Accept and file the newsletter.	
BOARD / COMMISSION RECOMMENDATION:	
BOARD / COMMISSION RECOMMENDATION:	
ATTACHMENTS:	
National City Sales Tax Update Newsletter – Third Qu	arter 2015
· ·	





National City Sales Tax Update

Fourth Quarter Receipts for Third Quarter Sales (July - September 2015)

National City In Brief

National City's receipts from July through September were 5.9% above the third sales period in 2014.

Used autos, auto repair and auto lease were in double digit territory while the increase in new autos lagged regional trends. Lumber/building materials posted stellar gains compared to a year ago.

Multiple temporary payment deviations overstated the increase in restaurants and hotels. The increase was boosted by recent openings in the quick-service and fast-casual categories.

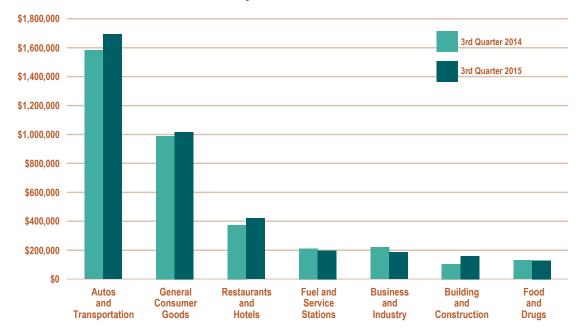
Overall performance in general retail was consistent with the countywide trend with department stores performing well.

Lower fuel prices dragged down the fuel and service station group.

The city's voter approved transactions tax, Measure D, increased 5.5%. Gains in auto and building-related sectors were the largest factor.

Net of aberrations, taxable sales for all of San Diego County grew 2.9% over the comparable time period; the Southern California region was up 3.6%.

SALES TAX BY MAJOR BUSINESS GROUP



Top 25 Producers

In Alphabetical Order

Dodge Jeep Ram

Perry Ford

Arco AM PM Probuild Ron Baker Chevrolet Ball Honda Acura Mitsubishi Suzuki Ross Kia Shell Frank Hyundai South Bay Frank Subaru Volkswagen Frank Toyota Scion South County Buick Highland Arco **GMC** JC Penney Target Tesoro Refining & Macys Marketing Mor Furniture 4 Less Univar Mossy Nissan Walmart Nordstrom Rack Wescott Mazda Perry Chrysler

Westair Gases &

Equipment

REVENUE COMPARISON

Two Quarters - Fiscal Year To Date

	2014-15	2015-16
Point-of-Sale	\$7,193,581	\$7,520,717
County Pool	904,258	1,035,250
State Pool	5,225	3,877
Gross Receipts	\$8,103,065	\$8,559,843
Less Triple Flip*	\$(2,025,766)	\$(2,139,961)
Measure D	\$4,942,826	\$5,131,846



Statewide Results

The local share of sales and use tax revenues from the summer sales quarter were up 2.4% over last year's comparable quarter after adjusting for payment aberrations.

New and used auto sales and leases continued to exhibit solid gains and were the primary contributor to the quarter's statewide growth. The countywide allocation pools were the second largest contributors to the overall gain, boosted by increased online sales activity. The state's travel and tourism industry contributed to a robust increase in receipts from restaurants and hotels. Recovering building and construction activity was also significant with an 8.6% increase over the comparison period.

Gains in most other segments were relatively modest while receipts from fuel and service stations declined for the fourth consecutive quarter.

Overall performance was similar throughout most regions of the state, however the effect of lower fuel prices significantly dampened results in portions of the San Joaquin Valley.

Online Retail Sales Continue to Outpace Brick & Mortar Stores

Fourth quarter tax results will not be available until March but preliminary reports indicate holiday purchases from some brick and mortar stores are flat or down from 2014, while the volume of online shopping has set new records.

Although stores are not in danger of disappearing, the trend has many retail chains considering long-term plans for smaller "showroom" units with less square footage, employees, and in-store inventory.

HdL's statewide sales tax database for the first three quarters of 2015 shows that online orders for general consumer goods rose 17.6% over the first three quarters of 2014, while the overall sales gains at brick and mortar stores grew a modest 2.2%.

New Restrictions on Tax Sharing Agreements

Tax rebates are subject to additional restrictions and reporting requirements in 2016.

Newly adopted Government Code Section 53084.5 prohibits tax sharing agreements that reduce another agency's sales tax if the business generating the tax continues to maintain a physical presence in the losing agency's jurisdiction.

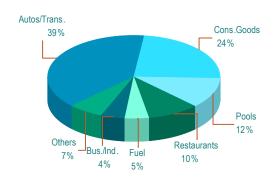
The Government Accounting Standards Board (GASB) has also adopted new requirements outlined in GASB Statement 77 for detailed disclosure of rebates in government financial reports.

The rule issued on August 14, 2015 by GASB will require state and local governments to disclose the amount of property, sales, and income taxes that have been waived or rebated under tax abatement agreements with companies or other taxpayers. The requirements of Statement 77 are effective for financial statements with periods beginning after December 15, 2015.

SALES PER CAPITA



REVENUE BY BUSINESS GROUP National City This Quarter



NATIONAL CITY TO	P 15 BUS	iness T	'YPES	
*In thousands of dollars	Nation	nal City	County	HdL State
Business Type	Q3 '15*	Change	Change	Change
Auto Repair Shops	61.7	19.9%	8.3%	6.2%
Casual Dining	140.8	3.4%	5.1%	5.1%
Department Stores	147.7	4.9%	-3.7%	-0.6%
Discount Dept Stores	— CONF	IDENTIAL —	2.8%	2.1%
Electronics/Appliance Stores	73.5	-5.4%	-1.1%	3.9%
Family Apparel	175.0	2.5%	2.8%	2.4%
Heavy Industrial	70.5	-4.2%	29.3%	6.3%
Lumber/Building Materials	— CONF	IDENTIAL —	8.9%	6.6%
New Motor Vehicle Dealers	1,371.7	5.0%	5.9%	8.2%
Quick-Service Restaurants	228.8	4.8%	7.4%	6.8%
Service Stations	198.9	-6.1%	-8.2%	-11.8%
Shoe Stores	61.4	4.8%	3.3%	3.6%
Specialty Stores	83.0	3.4%	0.2%	5.9%
Used Automotive Dealers	102.9	19.5%	2.6%	13.6%
Women's Apparel	77.1	3.3%	-5.3%	-1.0%
Total All Accounts	3,806.5	5.3%	1.3%	2.3%
County & State Pool Allocation	508.1	10.3%	6.2%	3.5%
Gross Receipts	4,314.6	5.9%	1.9%	2.4%

The following page(s) contain the backup material for Agenda Item: Warrant Register #26 for the period of 12/23/15 through 12/29/15 in the amount of \$0.00. (Finance)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE:	February 16, 2016		AGEN	IDA ITEM NO.
ITEM TITLE: Warrant Register	#26 for the period of 12	/23/15 through 12/	29/15 in the amount of \$0.	00. (Finan ce)
through 12/29/15	-4572 Section Code 37208, at		DEPARTMENT: Finance APPROVED BY: rrants issued for the period w are all payments above 3	of 12/23/15
<u>Vendor</u>	Check/Wire	Amount	<u>Explanation</u>	
			APPROVED:	Finance
FINANCIAL STAT ACCOUNT NO.	<u>EMENT</u> :		APPROVED:	MIS
Reimbursement	total \$0.00			
ENVIRONMENTA This is not a proje	L REVIEW: ect and, therefore, not su	ubject to environm	ental review.	
ORDINANCE: IN	TRODUCTION: FI	NAL ADOPTION:		
STAFF RECOMM		20.00		
Ratification of wa	arrants in the amount of \$	50.00		
BOARD / COMMIS	SSION RECOMMENDATION	<u>ON:</u>		
N/A				
ATTACHMENTS:				
Warrant Register	r #26			



PAYEE <u>DESCRIPTION</u> <u>CHK NO</u> <u>DATE</u> <u>AMOUNT</u>

NO WARRANTS ISSUED FOR THE WEEK OF 12/23/2015 - 12/29/2015. HOLIDAY / CITY CLOSURE

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 3720 HEREBY CERTIFY TO THE ACCURACY OF THE DE AVAILABILITY OF FUNDS FOR THE PAYMENT THER CLAIMS AND DEMANDS HAVE BEEN AUDITED AS RE	MANDS LISTED ABOVE AND TO THE EOF AND FURTHER THAT THE ABOVE
MARK ROBERTS, FINANCE	LESLIE DEESE, CITY MANAGER
FINANCE COMMIT	ГТЕЕ
RONALD J. MORRISON, MAY	OR-CHAIRMAN
JERRY CANO, VICE-MAYOR	ALEJANDRA SOTELO-SOLIS, MEMBER
MONA RIOS, MEMBER	ALBERT MENDIVIL, MEMBER
I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AT THE CITY TREASURER IS AUTHORIZED TO ISSUE SABY THE CITY COUNCIL ON THE 16th OF FEBRUARY, 20	ID WARRANTS IN PAYMENT THEREOF
AYES	
NAYS	
ABSENT	

The following page(s) contain the backup material for Agenda Item: Warrant Register #27 for the period of 12/30/15 through 01/05/16 in the amount of \$2,159,182.21. (Finance)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

AGENDA ITEM NO. **MEETING DATE:** February 16, 2016 ITEM TITLE: Warrant Register #27 for the period of 12/30/15 through 01/05/16 in the amount of \$2,159,182.21. (Finance) **DEPARTMENT:** Finance PREPARED BY: K. Apalategui APPROVED BY: PHONE: 619-336-4572 **EXPLANATION:** Per Government Section Code 37208, attached are the warrants issued for the period of 12/30/15 through 01/05/16. Consistent with Department of Finance practice, listed below are all payments above \$50,000. Explanation Check/Wire Amount Vendor Eden Support and Renewal 55.845.93 Tyler Technologies Inc 321287 Service Period 12/08/15 - 12/21/15 353,414.19 Public Emp Ret System 1052016 **APPROVED: Finance** FINANCIAL STATEMENT: APPROVED: ACCOUNT NO. Reimbursement total \$2,159,182.21 **ENVIRONMENTAL REVIEW:** This is not a project and, therefore, not subject to environmental review. FINAL ADOPTION: ORDINANCE: INTRODUCTION: STAFF RECOMMENDATION: Ratification of warrants in the amount of \$2,159,182.21 **BOARD / COMMISSION RECOMMENDATION:** N/A

ATTACHMENTS:

Warrant Register #27



WARRANT REGISTER #27 1/5/2016

DAVEE	DESCRIPTION	CHK NO	DATE	AMOUNT
PAYEE SAN DIEGO UNION TRIBUNE	LEGAL NOTICES ADVERTISING	321158	1/4/16	1,975.40
ACE UNIFORMS & ACCESSORIES INC	SAM BROWNE BELT SIZE 34/36 / POLICE	321159	1/5/16	482.05
ACEDO, I	RETIREE HEALTH BENEFITS - JAN 2016	321160	1/5/16	160.00
ACME SAFETY & SUPPLY CORP	24IN X 12FT YELLOW VINYL SIGN / PW	321161	1/5/16	117.72
ADAMSON POLICE PRODUCTS	260/3027 12 GA DRAG STABLIZED ROUND	321162	1/5/16	497.04
AIRGAS WEST	MOP 45714 MISC SUPPLIES - NSD	321163	1/5/16	145.41
ALDEMCO	CONSUMABLES- NUTRITION CENTER	321164	1/5/16	2,283.04
ALL FRESH PRODUCTS	CONSUMABLES- NUTRITION CENTER	321165	1/5/16	842.79
ANDERSON, E	RETIREE HEALTH BENEFITS - JAN 2016	321166	1/5/16	110.00
AT&T	PHONE SERVICES / 11/01/15 - 11/30/15	321167	1/5/16	357.32
AT&T MOBILITY	WIRELESS SERVICE / 11/06/15 - 12/05/15	321168	1/5/16	2,660.36
AUSTIN DOORS	CITY WIDE ROLL UP DOOR SERVICES / PW	321169	1/5/16	660.64
AYDELOTTE, D	SUBSISTENCE: INTERNAL AFFAIRS SEMINAR / PD	321170	1/5/16	384.00
BARGAIN CENTER INC	RAINSUITS/HIP WAITERS / PW	321171	1/5/16	404.75
BAXTER'S FRAME WORKS	17" NC POLICE DEPT SEAL	321172	1/5/16	458.87
BEARD, P	RETIREE HEALTH BENEFITS - JAN 2016	321173	1/5/16	70.00
BECK, L	RETIREE HEALTH BENEFITS - JAN 2016	321174	1/5/16	140.00
BEVERIDGE, M	ED REIMBURSEMENT	321175	1/5/16	300.00
BIDDLE CONSULTING GROUP INC	SOFTWARE MAINTENANCE RENEWAL	321176	1/5/16	1,539.00
BISHOP, R	RETIREE HEALTH BENEFITS - JAN 2016	321177	1/5/16	110.00
BLUE VIOLET NETWORKS	AVIGILON A/V SYSTEM / MIS	321178	1/5/16	160.00
BOEGLER, C	RETIREE HEALTH BENEFITS - JAN 2016	321179	1/5/16	260.00
BOYD JR, P	RETIREE HEALTH BENEFITS - JAN 2016	321180	1/5/16	145.00
CARRILLO, R	RETIREE HEALTH BENEFITS - JAN 2016	321181	1/5/16	290.00
CARTEGRAPH SYSTEMS, INC.	PERMIT LICENSE/TRACKING / MIS	321182	1/5/16	6,871.71
CLAIMS MANAGEMENT ASSOCIATES	RISK MANAGEMENT SERVICES	321183	1/5/16	7,821.30
CLEAN HARBORS	HAZARDOUS WASTE PICK-UP / PW	321184	1/5/16	431.00
COLE, L	RETIREE HEALTH BENEFITS - JAN 2016	321185	1/5/16	165.00
CONDON, D	RETIREE HEALTH BENEFITS - JAN 2016	321186	1/5/16	280.00
CORPUZ, T	RETIREE HEALTH BENEFITS - JAN 2016	321187	1/5/16	140.00
COUNTY OF SAN DIEGO	BUILDING RECORDS / HOUSING	321188	1/5/16	10.00
COX COMMUNICATIONS	INTERNET SERVICE / DEC 2015	321189	1/5/16	3,455.00
COX COMMUNICATIONS	INTERNET SERVICE / NOV 2015	321190	1/5/16	174.00
CPP PRINTING	SHOPPING TIPS CARDS / PD	321191	1/5/16	51.47
CSULB FOUNDATION	TUITION: INTERNAL AFFAIRS SEMINAR / PD	321192	1/5/16	341.00
DANESHFAR, Z	RETIREE HEALTH BENEFITS - JAN 2016	321193	1/5/16	250.00
DANIELS TIRE SERVICE	TIRES / PW	321194	1/5/16	1,974.96
DAY WIRELESS SYSTEMS	COVERT ANTENNA SYSTEM / PD	321195	1/5/16	431.40
DEAR, A	REIMB: B/L RENEWAL PAYMENT	321196	1/5/16	257.00
DELTA DENTAL	COBRA DENTAL INS - NOV 2015	321197	1/5/16	325.67
DEPARTMENT OF JUSTICE	NEW EMP FINGERPRINT TEST/OCT 2015	321198	1/5/16	640.00
DESROCHERS, P	RETIREE HEALTH BENEFITS - JAN 2016	321199	1/5/16	110.00
DI CERCHIO, A	RETIREE HEALTH BENEFITS - JAN 2016	321200	1/5/16	70.00
DILLARD, S	RETIREE HEALTH BENEFITS - JAN 2016	321201	1/5/16	480.00
DREDGE, J	RETIREE HEALTH BENEFITS - JAN 2016	321202	1/5/16	250.00
DURON, C	ED REIMBURSEMENT	321203	1/5/16	147.00
ECIVIS INC	ECIVIS ANNUAL SOFTWARE RENEWAL / MIS	321204	1/5/16	12,852.00
EISER III, G	RETIREE HEALTH BENEFITS - JAN 2016	321205	1/5/16	250.00 220.00
FABINSKI, D	RETIREE HEALTH BENEFITS - JAN 2016	321206	1/5/16	220.00



WARRANT REGISTER #27 1/5/2016

PAYE <u>E</u>	DESCRIPTION	CHK NO	DATE	<u>AMOUNT</u>
FEDEX	PACKAGE DELIVERY / ENG	321207	1/5/16	28.25
FLINT TRADING INC	12" YLW LINE / PW	321208	1/5/16	3,070.39
FLINT TRADING INC	SALES TAX ON INV	321209	1/5/16	250.30
GELSKEY, K	RETIREE HEALTH BENEFITS - JAN 2016	321210	1/5/16	115.00
GIBBS JR, R	RETIREE HEALTH BENEFITS - JAN 2016	321211	1/5/16	120.00
GONZALES, M	RETIREE HEALTH BENEFITS - JAN 2016	321212	1/5/16	480.00
GOODYEAR TIRE & RUBBER COMPANY	EAGLE 103V RS A TIRES / PW	321213	1/5/16	1,745.03
GOVCONNECTION INC	SAMSUNG 60" PERRLESS SMART MOUNT	321214	1/5/16	3,591.80
GRANICUS INC	MONTHLY MANAGED SERVICES / MIS	321215	1/5/16	1,477.35
GUNDERT, M	RETIREE HEALTH BENEFITS - JAN 2016	321216	1/5/16	350.00
HANSON, E	RETIREE HEALTH BENEFITS - JAN 2016	321217	1/5/16	135.00
HARLAN, M	RETIREE HEALTH BENEFITS - JAN 2016	321218	1/5/16	500.00
HARRIS & ASSOCIATES	DEPOSIT #90099; MAP NORTON / BUILDING	321219	1/5/16	720.00
HAUG, S	RETIREE HEALTH BENEFITS - JAN 2016	321220	1/5/16	120.00
HEALTH NET	HEALTH NET - NOV 2015 R1192Q	321221	1/5/16	1,726.35
HODGES, B	RETIREE HEALTH BENEFITS : JAN 2016	321222	1/5/16	200.00
HONDO, E	RETIREE HEALTH BENEFITS - JAN 2016	321223	1/5/16	110.00
JAMES, R	RETIREE HEALTH BENEFITS - JAN 2016	321224	1/5/16	140.00
JUNIEL, R	RETIREE HEALTH BENEFITS - JAN 2016	321225	1/5/16	50.00
KAISER FOUNDATION HEALTH PLANS	RETIREES INS - COBRA / NOV 2015	321226	1/5/16	509.71
KIMBLE, R	RETIREE HEALTH BENEFITS - JAN 2016	321227	1/5/16	300.00
LANDA, A	RETIREE HEALTH BENEFITS - JAN 2016	321228	1/5/16	155.00
LASER SAVER INC	PD TECH TROUBLE CALL FOR PRINTER	321229	1/5/16	89.95
LEHR AUTO ELECTRIC	MS EXTINGUISHER 5LBS / PD	321230	1/5/16	268.00
LIMFUECO, M	RETIREE HEALTH BENEFITS - JAN 2016	321231	1/5/16	160.00
MAN K9 INC	MONTHLY MAINTENANCE FOR K9 TRAINING	321232	1/5/16	1,560.00
MAN K9 INC	HEAVY PINCH COLLAR/AGITATION MUZZLE / PD	321233	1/5/16	280.80
MATIENZO, M	RETIREE HEALTH BENEFITS - JAN 2016	321234	1/5/16	100.00
MC CABE, T	RETIREE HEALTH BENEFITS - JAN 2016	321235	1/5/16	280.00
MEDINA, R	RETIREE HEALTH BENEFITS - JAN 2016	321236	1/5/16	105.00
MENDOZA III, S	ED REIMBURSEMENT	321237	1/5/16	110.00
MEYERS NAVE	LABOR RELATIONS	321238	1/5/16	3,597.00
MINER, D	RETIREE HEALTH BENEFITS - JAN 2016	321239	1/5/16	580.00
MORPHOTRUST USA LLC	DESKTOP LIVE SCAN SYSTEM W/ MONITOR	321240	1/5/16	12,356.30
MUTHUSAMY, K	REIMB: MEETING MILEAGE	321241	1/5/16	77.78
MYERS, B	RETIREE HEALTH BENEFITS - JAN 2016	321242	1/5/16	140.00
NOTEWARE, D	RETIREE HEALTH BENEFITS - JAN 2016	321243	1/5/16	120.00
OFFICE SOLUTIONS BUSINESS	OFFICE FURNITURE FOR HR	321244	1/5/16	3,146.67
ORIENTAL TRADING COMP LLC	MISC SUPPLIES - COMM SVC	321245	1/5/16	399.59
ORION THE BRIGHTEST NAME OF SAFETY	FUSEES, 30 MIN, RED WITHOUT SPIKES / PD	321246	1/5/16	1,905.28
PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES- NUTRITION	321247	1/5/16	38.15
PAUU JR, P	RETIREE HEALTH BENEFITS - JAN 2016	321248	1/5/16	340.00
PEASE JR, D	RETIREE HEALTH BENEFITS - JAN 2015	321249	1/5/16	280.00
PETERS, S	RETIREE HEALTH BENEFITS - JAN 2016	321250	1/5/16	290.00
POST, R	RETIREE HEALTH BENEFITS - JAN 2016	321251	1/5/16	280.00
PRO BUILD	HALCYON CEILING TILE / PW	321252	1/5/16	1,075.41
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SVC - NSD	321253	1/5/16	151.61
RAY, S	RETIREE HEALTH BENEFITS - JAN 2016	321254	1/5/16	190.00
RDO EQUIPMENT CO	RAIN CAP / PW	321255	1/5/16	69.47

353,414.19

1052016

1/5/16



WARRANT REGISTER #27 1/5/2016

<u>PAYEE</u>	DESCRIPTION	CHK NO	DATE	AMOUNT
RIOS, M	REFUND: CANDIDATE FILING FEE - 2014 ELEC	321256	1/5/16	408.00
ROARK, L	RETIREE HEALTH BENEFITS - JAN 2016	321257	1/5/16	135.00
ROE, V	RETIREE HEALTH BENEFITS - JAN 2016	321258	1/5/16	120.00
RUIZ, J	RETIREE HEALTH BENEFITS - JAN 2016	321259	1/5/16	310.00
SAFRAN MORPHOTRUST	NEW EMP FINGERPRINT TEST/OCT 2015	321260	1/5/16	40.00
SAN DIEGO MIRAMAR COLLEGE	106TH REGIONAL ACADEMY / PD	321261	1/5/16	690.00
SAN DIEGO MIRAMAR COLLEGE	TUITION: PROFESSIONAL TRAINING / PD / 11/16/15	321262	1/5/16	69.00
SAN DIEGO MIRAMAR COLLEGE	TUITION: PROFESSIONAL TRAINING / PD / 10/28/15	321263	1/5/16	46.00
SAN DIEGO SPORTS MEDICINE	WELLNESS PHYSICALS / FIRE DEPARTMENT	321264	1/5/16	1,399.57
SAN DIEGO UNION TRIBUNE	PUBLIC NOTICING / PLANNING COMMISSION	321265	1/5/16	1,115.20
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	321266	1/5/16	702.27
SERVATIUS, J	RETIREE HEALTH BENEFITS - JAN 2016	321267	1/5/16	340.00
SHORT, C	RETIREE HEALTH BENEFITS - JAN 2016	321268	1/5/16	300.00
SHRED IT USA	SHREDDING SERVICE / PD	321269	1/5/16	185.90
SMART & FINAL	MOP 45756 MISC SUPPLIES - PD	321270	1/5/16	143.59
SMART SOURCE OF CALIFORNIA LLC	INV 1372350 B/L DECALS FOR 2016	321271	1/5/16	1,306.81
SMITH, B	ED REIMBURSEMENT	321272	1/5/16	161.37
SMITH, J	RETIREE HEALTH BENEFITS - JAN 2016	321273	1/5/16	320.00
SOUTH BAY FENCE INC	PEDESTRIAN BARRICADES / PW	321274	1/5/16	498.00
SOUTHWEST SIGNAL SERVICE	INTERSECTION MAINTENANCE / PW	321275	1/5/16	10,099.85
SPARKLETTS	WATER - COUNCIL	321276	1/5/16	21.10
STAPLES ADVANTAGE	MOP 45704 OFFICE SUPPLIES - PW/ENG	321277	1/5/16	494.90
STATE WATER RESOURCES BOARD	OVERSIGHT COSTS / REDEV PROJECT AREA 24TH ST	321278	1/5/16	639.47
STC TRAFFIC INC	19TH AND TIDELANDS PROJECT	321279	1/5/16	3,270.00
STRASEN, W	RETIREE HEALTH BENEFITS - JAN 2016	321280	1/5/16	135.00
SUPERIOR READY MIX CONCRETE LP	CONCRETE / PW	321281	1/5/16	434.81
SYSCO SAN DIEGO INC	CONSUMABLES/FOOD - NUTRITION	321282	1/5/16	2,176.74
TEAM KIA OF EL CAJON	2016 KIA OPTIMA EX / PD	321283	1/5/16	25,981.27
THE HOME DEPOT CREDIT SERVICES	LED WHITE STRING LIGHTS/ICICLE LIGHTS / PW	321284	1/5/16	1,303.91
THE STAR NEWS PUBLISHING COMP	ADVERTISING BIDS	321285	1/5/16	82.00
TIPTON, B	RETIREE HEALTH BENEFITS - JAN 2016	321286	1/5/16	250.00
TYLER TECHNOLOGIES INC	EDEN SUPPORT AND RENEWAL	321287	1/5/16	55,845.93
U S BANK	CREDIT CARD EXPENSES - PD	321288	1/5/16	1,846.22
UNITED PARCEL SERVICE	UPS CHARGES - PD	321289	1/5/16	504.86
UNITED PARCEL SERVICE	UPS CHARGES - FINANCE	321290	1/5/16	5.65
VERIZON WIRELESS	CELLULAR SERVICE / 11/05/15 - 12/04/15	321291	1/5/16	762.05
VERRY, L	RETIREE HEALTH BENEFITS - JAN 2016	321292	1/5/16	280.00
VILLAGOMEZ, J	RETIREE HEALTH BENEFITS - JAN 2016	321293	1/5/16	480.00
WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES - FIRE	321294	1/5/16	459.53
WHITE, J	RETIREE HEALTH BENEFITS - JAN 2016	321295	1/5/16	230.00
ZENGOTA, V	RETIREE HEALTH BENEFITS - JAN 2016	321296	1/5/16	300.00
			A/P Total	210,331.09
WIRED PAYMENTS				
DURAN DE LA DESTRUCCIÓN DE LA CONTRACTOR	OFFICE DEDICE 10/00/15 10/01/15	1052016	1/5/16	353 414.19

SERVICE PERIOD 12/08/15 - 12/21/15

PUBLIC EMP RETIREMENT SYSTEM

\$2,159,182.21



WARRANT REGISTER #27 1/5/2016

PAYEE		<u>DESCRIPTION</u>		CHK NO	DATE	AMOUNT
SECTION 8 HAPS		Start Date	End Date			
		12/30/2015	1/5/2016			738,132.62
PAYROLL						
Pay period	Start Date	End Date	Check Date			
27	12/22/2015	1/4/2016	1/13/2016			857,304.31

GRAND TOTAL

Certification

ABSENT

IN ACCORDANCE WITH SECTION 37202, 37208, 372 HEREBY CERTIFY TO THE ACCURACY OF THE DI AVAILABILITY OF FUNDS FOR THE PAYMENT THEI CLAIMS AND DEMANDS HAVE BEEN AUDITED AS R	EMANDS LISTED ABOVE AND TO THE REOF AND FURTHER THAT THE ABOVE
MARK ROBERTS, FINANCE	LESLIE DEESE, CITY MANAGER
FINANCE COMMI	TTEE
RONALD J. MORRISON, MAY	OR-CHAIRMAN
JERRY CANO, VICE-MAYOR	ALEJANDRA SOTELO-SOLIS, MEMBER
SERVE CHIVO, VICE-MITTOR	
MONA RIOS, MEMBER	ALBERT MENDIVIL, MEMBER
I HEREBY CERTIFY THAT THE FOREGOING CLAIMS THE CITY TREASURER IS AUTHORIZED TO ISSUE SABY THE CITY COUNCIL ON THE 16th OF FEBRUARY, 2	AID WARRANTS IN PAYMENT THEREOF
AYES	
NAYS	

The following page(s) contain the backup material for Agenda Item: Warrant Register #28 for the period of 01/06/16 through 01/12/16 in the amount of \$956,417.65. (Finance)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: February 16, 2016

AGENDA ITEM NO.

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		 	_

Warrant Register #28 for the period of 01/06/16 through 01/12/16 in the amount of \$956,417.65. (Finance)

PREPARED BY: K. Apalategui

PHONE: 619-336-4572

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 01/06/16 through 01/12/16.

Consistent with Department of Finance practice, listed below are all payments above \$50,000.

<u>Vendor</u> <u>Check/Wire</u> <u>Amount</u> <u>Explanation</u>	
Pal Gen Engineering 321388 150,000.00 8th Street Smart Grow Project Professionals Corp 321395 56,442.03 12th & D Ave Project SDG&E 321402 64,731.79 Gas & Electric Utilities Health Net 321435 67,376.21 Ins R112A – Jan 2016 Kaiser Foundation 321436 177,259.58 Ins Active Jan 2016	s 6

FINANCIAL STATEMENT:

ACCOUNT NO.

Reimbursement total \$956,417.65

APPROVED:

DEPARTMENT: Finance

APPROVED BY: Wat

Finance

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Ratification of warrants in the amount of \$956,417.65

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #28



PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
ALEXANDER'S LEGAL SEMINARS	SD CIVIL LITIGATION MANUAL	321297	1/12/16	48.27
BEST BEST & KRIEGER ATTNY LAW	REGIONAL PERMIT PETITION	321298	1/12/16	550.00
BEST BEST & KRIEGER ATTNY LAW	PROFESSIONAL SVCS / PERSONNEL ISSUES	321299	1/12/16	330.00
BULL, P	SUBSISTENCE: FIELD TRAINING PROGRAM	321300	1/12/16	384.00
CA ASSOCIATION OF CODE ENFORCEMENT	MEMBERSHIP RENEWAL & MOLD TRAINING / HOUSING	321301	1/12/16	100.00
CA ASSOCIATION OF CODE ENFORCEMENT	BEST PRACTICE IN CODE ENFORCEMENT / SARMIENTO	321302	1/12/16	50.00
CA ASSOCIATION OF CODE ENFORCEMENT	BEST PRACTICE IN CODE ENFORCEMENT / VERGARA	321303	1/12/16	50.00
CSULB FOUNDATION	TUITION: FIELD TRAINING PROGRAM / BULL / PD	321304	1/12/16	271.00
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	321305	1/12/16	10,265.27
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	321306	1/12/16	3,916.47
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	321307	1/12/16	3,621.17
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	321308	1/12/16	2,981.09
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	321309	1/12/16	2,781.21
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	321310	1/12/16	2,369.30
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	321311	1/12/16	619.10
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	321312	1/12/16	577.50
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	321313	1/12/16	552.30
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	321314	1/12/16	423.07
DALEY & HEFT LLP	LIABILITY CLAIM COSTS	321315	1/12/16	53.03
DURON, C	REIMB: PARAMEDIC RE-CERTIFICATION	321316	1/12/16	217.00
ETZLER, J	SUBSISTENCE: 24-HR PERISHABLE SKILLS	321317	1/12/16	384.00
FEDEX	AQUATIC CENTER DOCUMENTS	321318	1/12/16	217.71
HEALTH AND HUMAN RESOURCES	EMP ASSISTANCE PROGRAM - JAN 2016	321319	1/12/16	805.55
HEALTH NET	HEALTH-NETWORK 57135A/JAN 2016	321320	1/12/16	5,334.29
KNOX ATTORNEY SERVICE INC	LICUDINE'S PITCHESS MOTION	321321	1/12/16	90.25
LASER SAVER INC	MOP 45725 INK CARTRIDGE - FIRE	321322	1/12/16	250.59
LEAGUE OF CALIFORNIA CITIES	2016 LOCAL STREETS/ROADS ASSESSMENT	321323	1/12/16	400.00
LOPEZ, T	INTERPRETATION SVC - KIMBALL	321324	1/12/16	217.55
MACIAS, J	SUBSISTENCE: COMMUNICATIONS TRAINING	321325	1/12/16	640.00
MANNING & KASS	LIABILITY CLAIM COSTS	321326	1/12/16	1,229.96
MCDOUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	321327	1/12/16	8,644.65
MCDOUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	321328	1/12/16	1,402.00
MCDOUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	321329	1/12/16	1,232.00
MCDOUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	321330	1/12/16	647.50
MCDOUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	321331	1/12/16	430.04
MCDOUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	321332	1/12/16	59.26
MINUTEMAN PRESS	GARAGE SALE FLYERS / FINANCE	321333	1/12/16	114.49
CPOA	TUITION: PUBLIC RECORDS ACT / CITY ATTORNEY	321334	1/12/16	250.00
PARRA, F	REIMB: SD COUNTY FIRE CHIEFS' ASSOC	321335	1/12/16	72.21
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SVC - NSD	321336	1/12/16	50.16
SHAMOON, R	REFUND: PERMIT/INSPECTION FEES	321337	1/12/16	354.00
RIVERSIDE COUNTY SHERIFF DEPT	TUITION: 24 HR PERISHABLE SKILLS	321338	1/12/16	160.00
SAN DIEGO UNION TRIBUNE	LISTING FOR PLAZA BLVD/14TH ST	321339	1/12/16	464.40
STAPLES ADVANTAGE	MOP 45704 OFFICE SUPPLIES - MIS	321340	1/12/16	651.28
STATE OF CALIFORNIA	WC CLAIM COSTS	321341	1/12/16	44,504.20
U S BANK	CREDIT CARD EXPENSE - FIRE	321342	1/12/16	2,249.48
U S HEALTHWORKS	PRE-EMPLOYMENT PHYSICAL	321343	1/12/16	456.00
VALENZUELA, A	REIMB: PARAMEDIC RE-CERTIFICATION	321344	1/12/16	217.00
WEST PAYMENT CENTER	MISCONDUCT LAW & LITIGATION	321345	1/12/16	316.92



PAYEE	<u>DESCRIPTION</u>	CHK NO	DATE	<u>AMOUNT</u>
WILLY'S ELECTRONIC SUPPLY	MOP 45763 MISC SUPPLIES - MIS	321346	1/12/16	200.87
ALDEMCO	CONSUMABLES- NUTRITION CENTER	321347	1/12/16	2,457.95
ALL FRESH PRODUCTS	CONSUMABLES- NUTRITION CENTER	321348	1/12/16	734.44
AT&T	PHONE SERVICES / 11/13/15 - 12/12/15	321349	1/12/16	7,398.63
AT&T	PHONE SERVICES / 12/13/15 - 01/12/16	321350	1/12/16	470.48
AT&T	PHONE SERVICES / DEC 2015	321351	1/12/16	43.80
ATKINS NORTH AMERICA INC	SEWER SERVICES TAX ROLL	321352	1/12/16	540.00
BARRETT ENGINEERED PUMPS INC	CITY WIDE ONSITE PUMP AND MOTOR	321353	1/12/16	1,032.20
BOOT WORLD	MOP# 64096 WEARING APPAREL / PW	321354	1/12/16	241.62
BPI PLUMBING	CITY WIDE PLUMBING SERVICE AND REPAIRS	321355	1/12/16	1,115.80
CALIFORNIA COMMERCIAL SECURITY	MOP#45754 BUILDING MATERIALS	321356	1/12/16	173.75
CALIFORNIA ELECTRIC SUPPLY	MOP#45698 MATERIAL / PW	321357	1/12/16	1,077.48
CITY OF SAN DIEGO	INDUSTRIAL WASTE PERMIT / PW	321358	1/12/16	950.26
COMMERCIAL AQUATIC SERVICE INC	CITY WIDE PUMP, MOTOR, ELECTRICAL	321359	1/12/16	498.93
COUNTY OF SAN DIEGO	MUNICIPAL POOL PERMIT RENEWAL	321360	1/12/16	588.00
COX COMMUNICATIONS	INTERNET SERVICE / DEC 2015	321361	1/12/16	163.77
CYNTHIA TITGEN CONSULTING INC	RISK MANAGMENT CONSULTANT SVCS	321362	1/12/16	2,350.00
D-MAX ENGINEERING	STORM WATER / ENGINEERING	321363	1/12/16	27,848.29
DOKKEN ENGINEERING	PLAZA BLVD PROJECT	321364	1/12/16	27,813.17
DWIGHT CLEANING SERVICES	CUSTODIAL SERVICES FOR CITY BUILDINGS -	321365	1/12/16	3,000.00
E2 MANAGE TECH INC	WEST SIDE SAMPLING	321366	1/12/16	1,840.00
ENTERPRISE FLEET MANAGEMENT	ENTERPRISE LEASE VEHICLES / PW	321367	1/12/16	14,516.51
ESGIL CORPORATION	PLAN CHECK SERVICES & INSPECTIONS / BUILDING	321368	1/12/16	19,581.28
GRAINGER	MOP#65179 SUPPLIES / PW	321369	1/12/16	1,386.30
HARRIS & ASSOCIATES	SEWER DESIGN PROJECT	321370	1/12/16	9,310.00
HUNTER'S NURSERY INC	MOP#45719 HORTICULTUAL ITEMS	321371	1/12/16	183.60
IRON MOUNTAIN	RECORDS/DOCUMENT STORAGE	321372	1/12/16	157.00
JJJ ENTERPRISES	CITY WIDE FIRE AND SECURITY ALARM	321373	1/12/16	786.64
JONES, D	REIMB - LUNCH ITEMS FOR TECATE	321374	1/12/16	175.43
JUDD ELECTRIC	CITY WIDE ELECTRICAL REPAIRS / PW	321375	1/12/16	8,989.64
KINSMAN CONSTRUCTION INC	POLICE DEPT. BUILDING IMPROVEMENTS	321376	1/12/16	22,562.02
KONICA MINOLTA	COPIER EQUIPMENT LEASE / NOV 2015	321377	1/12/16	8,767.23
KTU&A	NC DOWNTOWN PROJECT	321378	1/12/16	3,850.00
LOPEZ, T	TRANSLATION SERVICES / CITY CLERK	321379	1/12/16	350.00
MES CALIFORNIA	ATTACK LITE POLY DJ800 / FIRE	321380	1/12/16	4,878.56
METRO AUTO PARTS DISTRIBUTOR	MOP#75943 AUTO SUPPLIES	321381	1/12/16	294.60
MOTOROLA SOLUTIONS INC	VEHICULAR CHARGER KIT / FIRE	321382	1/12/16	1,020.24
NATIONAL CITY CAR WASH	MOP#72454 AUTO EQUIPMENT	321383	1/12/16	330.00
O'REILLY AUTO PARTS	MOP#75877 AUTO PARTS	321384	1/12/16	386.38
ORIENTAL TRADING COMP LLC	CRAFT SUPPLIES / COMM SVCS	321385	1/12/16	125.12
ORKIN	CITY WIDE PEST MAINTENANCE	321386	1/12/16	416.50
PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES- NUTRITION	321387	1/12/16	178.50
PAL GENERAL ENGINEERING INC	8TH STREET SMART GROWTH	321388	1/12/16	150,000.00
PARRA, F	REIMBURSEMENT - CUPA CONFERENCE	321389	1/12/16	135.51
PENSKE FORD	MOP#49078 AUTO PART	321390	1/12/16	39.06
PERRY FORD	MOP#45703 AUTO PARTS	321391	1/12/16	786.84
POWERSTRIDE BATTERY CO INC	MOP#67839 AUTO PARTS	321392	1/12/16	370.28
PRO BUILD	MOP#45707 SUPPLIES	321393	1/12/16	3,479.96
PRO-EDGE KNIFE	KNIFE SHARPENING - NUTRITION	321394	1/12/16	46.00



PAYEE	DESCRIPTION	CHK NO	DATE	<u>AMOUNT</u>
PROJECT PROFESSIONALS CORP	12 & D AVE PROJECT	321395	1/12/16	56,442.03
PRUDENTIAL OVERALL SUPPLY	MOP#45742 LAUNDRY SERVICES / PW	321396	1/12/16	523.33
RANDALL LAMB ASSOCIATES INC	NC LIBRARY HUMIDITY SOLUTION	321397	1/12/16	4,731.25
RELY ENVIRONMENTAL	PW YARD PROJECT	321398	1/12/16	8,533.50
SAM'S ALIGNMENT SERVICE	MOP#72442 AUTO EQUIPMENT	321399	1/12/16	206.34
SAN DIEGO GAS & ELECTRIC	GAS & ELECTRIC - NUTRITON CENTER	321400	1/12/16	2,014.23
SAN DIEGO SPORTS MEDICINE	WELLNESS PHYSICALS / FIRE DEPARTMENT	321401	1/12/16	1,399.57
SDG&E	GAS & ELECTRIC UTILITIES	321402	1/12/16	64,731.79
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	321403	1/12/16	1,298.33
SITEONE LANDSCAPE SUPPLY LLC	MOP#69277 SUPPLIES	321404	1/12/16	180.34
SOLIS, M	REIMBURSEMENT FOR THE PURCHASE OF CRAFT	321405	1/12/16	37.80
SOUTH BAY FENCE INC	CITY WIDE FENCE REPAIRS / PW	321406	1/12/16	328.00
SOUTHERN CALIF TRUCK STOP	MOP#45758 OIL / PW	321407	1/12/16	112.34
SPARKLETTS	WATER / NUTRITION CENTER	321408	1/12/16	39.71
SWEETWATER AUTHORITY	WATER SERVICE UTILITIES	321409	1/12/16	22,524.18
SYSCO SAN DIEGO INC	CONSUMABLES/FOOD - NUTRITION	321410	1/12/16	2,547.40
T MAN TRAFFIC SUPPLY	MOP#76666 TRAFFIC SUPPLIES	321411	1/12/16	442.52
THE LIGHTHOUSE INC	MOP#45726 AUTO PARTS	321412	1/12/16	201.51
UNITED PARCEL SERVICE	UPS SHIPMENT / PURCHASING	321413	1/12/16	19.55
UNITED ROTARY BRUSH CORP	MOP#62683 AUTO PARTS	321414	1/12/16	704.04
VALLEY INDUSTRIAL SPECIALTIES	MOP#46453 MATERIALS	321415	1/12/16	315.65
VERIZON WIRELESS	CELLULAR SERVICE / 11/22/15 - 12/21/15	321416	1/12/16	9,339.74
WESTFLEX INDUSTRIAL	MOP#45763 ELECTRICAL SUPPLIES	321417	1/12/16	153.86
WILLY'S ELECTRONIC SUPPLY	MOP#45763 ELECTRICAL SUPPLIES	321418	1/12/16	36.75
KANE BALLMER & BERKMAN	LEGAL / S A OPERATIONS / S A	321419	1/12/16	135.00
OPPER & VARCO LLP	LEGAL / WI-TOD / S A	321420	1/12/16	292.50
POWER PLUS	EQUIPMENT RENTAL / S A	321421	1/12/16	195.00
SDG&E	GAS AND ELECTRIC UTILITIES / S A	321422	1/12/16	225.82
SWEETWATER AUTHORITY	WATER UTILITIES / S A	321423	1/12/16	27.32
THE LAW OFFICES OF EDWARD Z KOTKIN	LEGAL / OVERSIGHT BOARD / S A	321424	1/12/16	580.00
SUPERIOR READY MIX	CONCRETE DELIVERY SERVICES / STREET	321425	1/12/16	333.07
SWEETWATER AUTHORITY	WATER SERVICE	321426	1/12/16	220.46
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT	321427	1/12/16	201.00
AFLAC	ACCT BDM36 JAN 2016	321428	1/12/16	665.10
CAPF	FIRE LTD JAN 2016	321429	1/12/16	640.00
CALIFORNIA LAW ENFORCEMENT	PD LTD JAN 2016	321430	1/12/16	2,033.50
DELTA DENTAL	DENTAL INS PREMIER JAN 2016	321431	1/12/16	15,219.83
DELTA DENTAL INSURANCE CO	PMI DENTAL INS - JAN 2016	321432	1/12/16	2,865.06
HEALTH NET	INS N5992A - JAN 2016	321433	1/12/16	1,086.90
HEALTH NET	INS N5992F - JAN 2016	321434	1/12/16	651.54
HEALTH NET INC	INS R1192A JAN 2016	321435	1/12/16	67,376.21
KAISER FOUNDATION HEALTH PLANS	INS ACTIVE JAN 2016 GRP#104220-0002	321436	1/12/16	177,259.58
KAISER FOUNDATION HEALTH PLANS	RETIREES INS JAN 2016	321437	1/12/16	22,235.93
KAISER FOUNDATION HEALTH PLANS	RETIREES INS JAN 2016	321438	1/12/16	8,061.63
KAISER FOUNDATION HEALTH PLANS	H S A INS JAN 2016 GRP #104220-0005	321439	1/12/16	4,876.70
NAN MCKAY	HCV FINANCIAL MANAGEMENT SEMINAR / SEC 8	321440	1/12/16	1,320.00
RELIANCE STANDARD INSURANCE	VOLUNTARY LIFE INS JAN 2016	321441	1/12/16	2,975.08
THE LINCOLN NATIONAL LIFE INS	LIFE & AD&D, STD, LTD INS JAN 2016	321442	1/12/16	9,543.14
ARCO GASPRO PLUS	FUEL FOR CITY FLEET	321443	1/12/16	17,700.86
ANOU GAUL NO FLUG	I OLL, ON OHIT LLLI	021770	1,12,10	17,700,00



PAYEE ARCO GASPRO PLUS

SECTION 8 HAPS PAYMENTS

<u>DESCRIPTION</u> FUEL FOR CITY FLEET

321444

DATE 1/12/16

AMOUNT 5,243.75

A/P Total

954,476.65

Start Date

1/6/2016

End Date

1/12/2016

1,941.00

GRAND TOTAL

\$ 956,417.65

Certification

ABSENT_

IN ACCORDANCE WITH SECTION 37202, 37208, 372 HEREBY CERTIFY TO THE ACCURACY OF THE DI AVAILABILITY OF FUNDS FOR THE PAYMENT THEE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS RI	EMANDS LISTED ABOVE AND TO THE REOF AND FURTHER THAT THE ABOVE
MARK ROBERTS, FINANCE	LESLIE DEESE, CITY MANAGER
FINANCE COMMI	ТТЕЕ
RONALD J. MORRISON, MAY	OR-CHAIRMAN
JERRY CANO, VICE-MAYOR	ALEJANDRA SOTELO-SOLIS, MEMBER
MONA RIOS, MEMBER	ALBERT MENDIVIL, MEMBER
I HEREBY CERTIFY THAT THE FOREGOING CLAIMS THE CITY TREASURER IS AUTHORIZED TO ISSUE SABY THE CITY COUNCIL ON THE 16th OF FEBRUARY, 2	AID WARRANTS IN PAYMENT THEREOF
AYES	
NAYS	

The following page(s) contain the backup material for Agenda Item: Public Hearing - Conditional Use Permit for a wireless communications facility at 1320 Highland Avenue. (Applicant: Verizon Wireless) (Case File 2015-24 CUP) (Planning)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: February 16, 2016 AGENDA ITEM NO. ITEM TITLE: Public Hearing - Conditional Use Permit for a wireless communications facility at 1320 Highland Avenue. (Applicant: Verizon Wireless) (Case File 2015-24 CUP) PREPARED BY: Martin Reeder, AICP **DEPARTMENT:** Planning. PHONE: 336-4313 APPROVED BY: **EXPLANATION:** Verizon Wireless has applied for a Conditional Use Permit (CUP) to construct a wireless telecommunications facility comprised of a 45-foot tall artificial pine tree and equipment compound. The project location is a vacant lot on the north side of Kimball Way. The CUP was approved by Planning Commission on December 7, 2015 by a unanimous vote. City Council considered a Notice of Decision for this item at their meeting of January 19, 2016. Council held the item over for a public hearing in order to discuss the item further. The attached background report describes the proposal in detail. FINANCIAL STATEMENT: APPROVED: Finance ACCOUNT NO. APPROVED: MIS **ENVIRONMENTAL REVIEW:** Categorically Exempt pursuant to Class 3 Section 15303 (New Construction or Conversion of small structures) ORDINANCE: INTRODUCTION: **FINAL ADOPTION:** STAFF RECOMMENDATION: Staff recommends approval of the Conditional Use Permit. **BOARD / COMMISSION RECOMMENDATION:** The Planning Commission approved the Conditional Use Permit. Aves: Alvarado, Baca, Bush, DeLaPaz, Flores, Garcia, Yamane ATTACHMENTS: 1. Background Report 5. Reduced Plans Recommended Findings 2. Photo simulations, and coverage maps 6. Recommended Conditions of Approval 3. 7. Public Hearing Notice Location Map 4. 8. Planning Commission report and resolution

BACKGROUND REPORT

Verizon Wireless has applied for a Conditional Use Permit (CUP) to construct a wireless telecommunications facility and install associated equipment (described below) on a vacant lot. The design for the facility features an artificial pine tree.

At the Notice of Decision meeting, the City Council requested that the item be held over for a public hearing in order to discuss the item further. The Council asked questions related to conditions of approval and future development/redevelopment of the property. Concerns were raised about the facility creating view issues for residents of Morgan/Kimball Towers, as well as the facility limiting the ability to develop/redevelop the lot in the future. There was discussion about whether or not there was a condition requiring the facility to relocate or be incorporated into a new development should the property be redeveloped. There was no such condition in the Resolution adopted by the Planning Commission, although the applicant stated that such language was typically included in their lease with the property owner.

In order to address the latter concern, condition no. 24 has been added to require relocation/incorporation at redevelopment. Although concerns over views were raised by Council, no residents raised concerns at the Planning Commission or with staff in response to the notice for tonight's meeting. The public notice was sent to 78 property owners and 485 occupants.

The purpose of tonight's public hearing is to discuss the merits of the project and to direct staff to return with a resolution based on either the attached findings and conditions for approval or findings for denial to be determined by the Council. Depending on Council direction, a resolution will be placed on the next City Council agenda for adoption.

Planning Commission Hearing

Planning Commission conducted a public hearing on December 7, 2015. Commissioners asked questions regarding project design, landscaping, graffiti, findings, and conditions of approval. The Commission voted to approve the Conditional Use Permit based on attached findings and subject to Conditions of Approval. No comments were received from community members, with the exception of the applicant, who spoke in support of the project. The Commission voted to approve the Conditional Use Permit based on findings and Conditions of Approval provided in the Planning Commission staff report (attachment No. 8).

Project location

The project location is a vacant lot on the north side of Kimball Way. The lot is located between a shopping center (1320 Highland Avenue) parking lot and a drainage channel. The facility is proposed adjacent to the east property line adjacent to the parking lot. The overall property is 10,356 square feet in size and is located in the Major Mixed Use District (MXD-2) zone.

Proposed Use

The applicant is proposing to construct a 45-foot tall artificial pine tree with 12 panel antennas and one microwave antenna. The proposal also includes three equipment cabinets and a generator. The entire facility would be contained within a 23-foot by 20-foot (467 square-foot) equipment compound surrounded by an 8-foot high, block wall.

Analysis

The proposed telecommunication facility is designed to address an area of weak service in the Verizon Wireless network. The proposal is consistent with General Plan policy E-3.3 (Education and Public Participation) that aims to increase access to wireless internet connections, computers, and other forms of communication technology.

The proposal is also generally consistent with the Land Use Code, since the Code specifies that wireless communications facilities are a conditionally-allowed use in the MXD-2 zone and for the reasons detailed below. The Land Use Code requires that telecommunication facilities be sensitively designed to be compatible with and minimize visual impacts to surrounding areas. It also requires that telecommunication facilities and appurtenances be screened by existing or proposed landscaping to the extent possible without compromising reception and/or transmission. In this case, the applicant proposes an artificial pine tree to minimize visual impacts on the surrounding area. The Planning Department recommends that the applicant be required to plant pine trees and shrubs around the shelter since the facility is on a vacant lot with little existing vegetation, and the landscaping would better screen the facility from neighboring properties. This has been included as a Condition of Approval (No. 16).

The Land Use Code requires co-location of telecommunication towers where feasible and found to be desirable. In this case, there are no other co-location opportunities in this area. The Land Use Code also requires telecommunication facilities to be located at least 75 feet from any habitable structure on a separate property. The proposed facility meets this requirement, as the closest habitable buildings are single-family and multifamily developments located approximately 175 feet across Kimball Way. Kimball Towers are located approximately 250 feet across Kimball Way.

The proposed facility is inconsistent with sections of the Land Use Code that encourage telecommunication facilities be constructed to integrate into a building's design, rather than provide service via telecommunication towers. The facility also could potentially affect future development on neighboring properties since any habitable space must 75 feet from the facility and the facility could block views of future development. However, the lot and immediate area are vacant or undeveloped in nature and it is unknown if any development is planned nearby. Staff is not aware of any projects at this time.

The proposed project has been reviewed in compliance with the California Environmental Quality Act. Staff has determined that the proposed use is categorically exempt from environmental review pursuant to Class 3 Section 15303 (New Construction or Conversion of Small Structures), for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The proposed use would be consistent with this description as a new, small facility.

Department comments

Comments were provided by Fire Department require compliance with the California Fire Code and National Fire Protection Association codes. Additional comments provide specification for signage, and that the Fire Department is included in all rough stages of inspections.

Comments were provided by the Engineering Department that require: 1) Missing street improvements be constructed 2) More detailed plans be provided to determine if the proposed electrical meter location conflicts with the existing fire hydrant and back flow preventer, and 3) The "no parking" (red curb) along the property frontage be repainted. Engineering also provided standard comments for entitlements that approve future construction.

Conditions of Approval

Standard Conditions of Approval have been included in the staff report. The Planning Department added conditions regarding landscaping and irrigation on the property, requiring compliance with applicable codes, and all necessary state/local/federal permits. Additionally Conditions have been added reflecting Fire and Engineering Department comments and requirements.

Required findings

The Municipal Code contains required findings for Conditional Use Permits. There are six required findings:

 The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code.

The use is allowable within the Major Mixed Use District zone pursuant to a Conditional Use Permit, and the proposed facility meets the required telecommunication facility design guidelines that including the applicant making a good faith effort in achieving colocation, the facility provides the minimum distance requirements from habitable space, and the facility is sensitively designed to minimize visual impacts.

2. The proposed use is consistent with the General Plan and any applicable specific plan.

General Plan Policy E-3.3 encourages access to wireless internet connections, computers, and other forms of communication technology; the proposed telecommunications facility provides internet/cellular data as well as standard cellphone service capability. In addition, the proposed facility is a conditionally-permitted use in MXD-2 zone.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity.

The 45-foot artificial pine tree and required landscaping will adequately screen the 12 panel and one microwave antenna. Furthermore, the eight-foot block wall and required landscaping will provide adequate screening of the equipment from adjacent properties. Future development is unlikely to be impacted because the only neighboring property likely to be developable is the same owner as the subject property.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

The site is suitable for the proposed telecommunication facility because the use has no minimum lot size or density requirements, and the facility would only utilize 460 square-feet of the mostly level, 10,356 square-foot lot. Furthermore the lot has access from Kimball Way and access to all necessary utilities.

Granting the permit would not constitute a nuisance or be injurious or detrimental
to the public interest, health, safety, convenience, or welfare, or materially
injurious to persons, property, or improvements in the vicinity and zone in which
the property is located.

The proposed facility will not be highly visible because the 45-foot artificial pine tree and associated equipment will be adequate screened from adjacent properties. Furthermore, the 1996 Telecommunications Act states that, "no State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions." It should also be pointed out that if approved by a local jurisdiction, all wireless communications facilities must obtain all required state and federal permits in order to operate. A Condition of Approval (No. 14) is included requiring these permits.

That the proposed project has been reviewed in compliance with the California Environmental Quality Act.

The proposed project has been reviewed in compliance with the California Environmental Quality Act. Staff has determined the proposed use to be categorically exempt from environmental review pursuant to Class 3 Section 15303 (New Construction or Conversion of Small Structures), for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit.

Summary

The proposed project is consistent with the General Plan and Land Use Code in that it meets all applicable design requirements for wireless communication facilities. The project is considered 'stealth' in that it would blend with newly planted trees. The antennas would not be highly visible and the operating equipment would be completely screened from view. The new facility will help to provide coverage in an area with limited service and provide additional reception for Verizon Wireless customers.

The options available to the Council are as follows:

- Approve 2015-24 CUP subject to the attached conditions, and based on attached findings; or
- 2. Deny 2015-24 CUP based on other findings as determined by the City Council; or
- 3. Continue the item in order to obtain additional information.

RECOMMENDED FINDINGS FOR APPROVAL 2015-24 CUP – 1320 Highland Avenue

- 1. That the proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because the use is allowable within the Major Mixed Use District zone pursuant to a Conditional Use Permit, the proposed facility meets the required telecommunication facility design guidelines, including the applicant making a good faith effort in achieving colocation, the facility providing the minimum distance requirement from habitable space, and the facility is sensitively designed to minimize visual impacts.
- 2. That the proposed use is consistent with the General Plan and any applicable specific plans, because General Plan Policy E-3.3 encourages access to wireless internet connections, computers, and other forms of communication technology; the proposed telecommunications facility provides internet/cellular data as well as standard cellphone service capability. In addition, the proposed facility is a conditionally-permitted use in Major Mixed Use District zone.
- 3. That the design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because the 45-foot artificial pine tree and required landscaping will adequately screen the facility. Furthermore, the eight foot block wall and required landscaping will provide adequate screening of the equipment from adjacent properties. Future development is unlikely to be impacted because the only neighboring property likely to be developable is the same owner as the subject property.
- 4. That the site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, since the site is suitable for the proposed telecommunication facility because the use has no minimum lot size or density requirements, and the facility would only utilize 467 square-feet of the mostly level, 10,356 square-foot lot. Furthermore the lot has access from Kimball Way and access to all necessary utilities.
- 5. That granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed facility will not be highly visible because the 45-foot artificial pine tree and associated equipment will be adequately screened from adjacent properties.

6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act, because staff has determined the proposed use to be categorically exempt from environmental review pursuant to Class 3 Section 15303 (New Construction or Conversion of Small Structures), for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit.

RECOMMENDED CONDITIONS OF APPROVAL

2015-02 CUP - 205 Highland Avenue

General

- 1. This Conditional Use Permit authorizes a wireless communications facility on a vacant parcel on Kimball Way identified by Assessor Parcel Number 560-410-03. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform with Exhibits A and B, Case File No. 2015-24 CUP, dated 10/5/2015). Any additional antennas or facilities must be in substantial conformance with the design for installation shown on these plans.
- 2. Before this Conditional Use Permit shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the Conditional Use Permit. The applicant shall also submit evidence to the satisfaction of the Planning Department that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the Conditional Use Permit are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Executive Director prior to recordation.
- 3. Within four (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the County Clerk and submitted to the National City Planning Department.
- 4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in Section 18.12.040 of the Municipal Code.

Building

- Plans submitted for improvements must comply with the 2013 edition of the California Building, Electrical, Plumbing, Mechanical, Energy and Codes.
- 6. Call 800-227-2600 (Underground Service Alert) for mark out prior to any digging activities.
- 7. Television cable companies shall be notified a minimum of 48 hours prior to filling of cable trenches.

8. Exterior walls of accessible poles/walls to a height of not less than six feet shall be treated with a graffiti resistant coating subject to approval from the Building Official. Graffiti shall be removed within 24 hours of its observance.

Fire

- 9. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC) and National Fire Protection Association (NFPA).
- 10. All required signage shall be designed and installed to the Fire Department's specifications.
- 11. The National City Fire Department shall be involved with all fire inspections for this site. Rough inspections are required for all phases of work.

Engineering

- 12. The Best Management Practices (BMPs) for the maintenance of the proposed construction shall be undertaken in accordance with the National Pollutant Discharge Elimination System (NPDES) regulations which may require a Storm Water Pollution Prevention Plan (SWPPP) for the project. If required, an approved SWPPP will be required prior to issuing of a construction permit.
- 13.All surface run-off shall be treated with an approved Standard Urban Runoff Mitigation Plan (SUSMP) Best Management Practice (BMP) for all Priority SUSMP projects. No runoff will be permitted to flow over the sidewalk. Adjacent properties shall be protected from surface run-off resulting from this development.
- 14.A permit shall be obtained from the Engineering Department for all improvement work within the public right-of-way, and any trading construction on private property.
- 15. Street improvements shall be in accordance with the City Standards. All missing street improvements shall be constructed. Abandoned driveway aprons shall be replaced with curb, gutter, and sidewalks.
- 16. Plans are incomplete. Plans submitted for permits must show the existing fire hydrant, and valves where the proposed 200 amperage electrical meter and pad are proposed.
- 17. The "no parking" zone (red curbing) provided along the property frontage shall be repainted.

<u>Planning</u>

- 18. All operations, including ongoing and temporary/maintenance activities shall conform to the standards for noise emission as stated in Title 12 (Noise) of the National City Municipal Code.
- 19. All appropriate and required local, state and/or federal permits must be obtained prior to operation of the wireless communications facility.

- 20. Any equipment visible to the exterior of the facility, including cable chases/trays, shall be painted to match the surface on which it is mounted.
- 21. Landscape and irrigation plans must be submitted / approved with building permit plans. The plans must provide 36" box minimum pine trees and 15 gallon shrubs in a number sufficient to screen the facility as determined by the Planning Department.
- 22. The permittee shall not object to co-locating additional facilities of other communication companies and sharing the project site, provided such shared use does not result in substantial technical or quality-of-service impairment for the permitted use. In the event a dispute arises with regard to co-locating with other existing or potential users, the City may require a third party technical study at the expense of either or both the applicant and the complaining user. This condition in no way obligates the City to approve any co-location proposal if it is determined by the City not to be desirable in a specific case.
- 23. The applicant or operator shall be responsible for the removal and disposal of any antennas, equipment or facilities that are abandoned, decommissioned, or become obsolete within six (6) months of discontinuance.
- 24. In the event that the property is developed, the facility shall be relocated or incorporated into the new development subject to design requirements for wireless communications facilities applicable at that time.

2015-24 CUP – 1320 Highland Ave. – Overhead

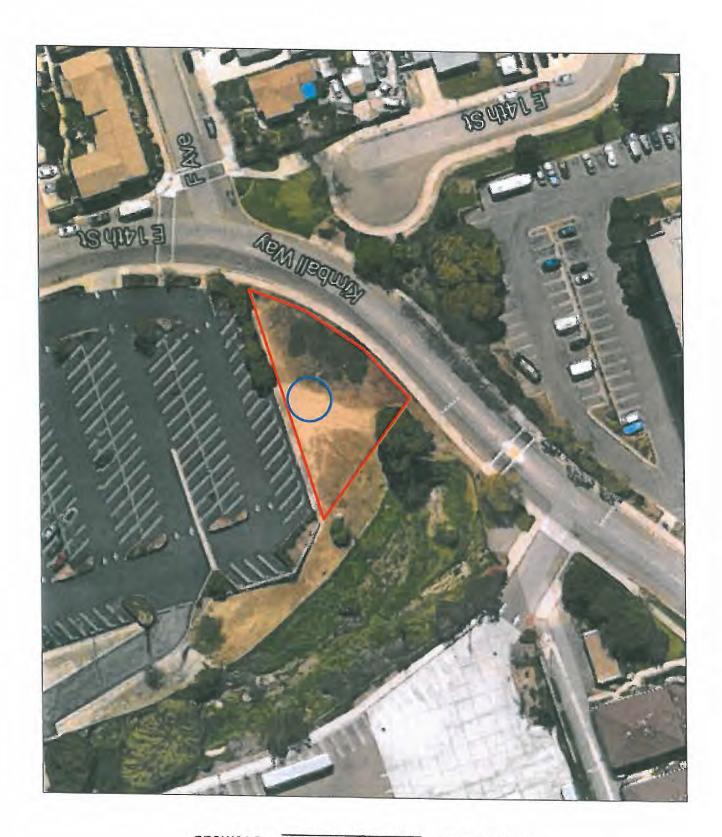


EXHIBIT: A

CASE FILE NO .: 2015-24 Curp

DATE: 10/5/2015

OVERALL HEIGHT

TOP OF PROPOSED MONOPINE: 45'-0"

LEGAL DESCRIPTION

PARCEL 2:

ALL THAT PORTION OF THE EXSTERLY MALE OF 10-ACRE LDT 11 IN QUARTER SECTION 154 OF
THE RANCHOLD LA MACDIN, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF
THE RANCHOLD LA MACDIN, IN THE PIETEOR OF WARRIER, NO, 158, IN THE OFFICE OF THE
COUNTY RECORDER OF SAN DIEGO COUNTY, DESCRIBED AS FOLLOWS:

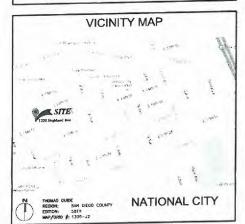
COMMENCE OF THE SOUTHWESTERY CORNER OF THE EASTREY MAY OF SAO LOT 11; THESE EASTREY AGOND THE SOUTHWESTERY CORNER OF THE SOUTHWESTERY CORNER OF THE SOUTHWESTERY MAY ON THE SOUTHWESTERY USE OF EASTREY MAY OF SAO LOT 11, 230 FEET THAT THE WESTERY USE OF THE SATERY WAS OF THE SOUTHWESTERY MAY OF SAO LOT 11, 230 FEET TO A POINT ON A LINE SPONLILL WITH THE SOUTHWESTERY USE OF THE SATERY MAY OF SAO LOT THE SOUTHWESTERY AND OF THE SATERY MAY OF SAO LOT THE SOUTHWESTERY MAY OF SAO LOT THE THAT WE SAVE AND THE SAO LOT THE SATERY MAY OF SAO LOT THE SATERY AND THE SAO LOT THE SATERY MAY OF SAO LOT THE SAO LOT THE SATERY MAY DE SAO LOT THE SATERY MAY DE SAO LOT THE SAO LOT THE SATERY MAY DE SAO LOT THE SATERY MAY DE SAO LOT THE SAO LOT THE SATERY MAY DE SAO LOT THE SA

EXCEPTION THEORETISM THE SOUTHERLY ZOAS CONNEYS TO THE CITY OF NATIONAL CITY BY DODANGET RECORDED JULY 26, 1971 AS INSTRUMENT NO, 1824-13 OF OFFICIAL RECORDS, ALSO EXCEPTION HORSTORD WITH PROVING DEED TO THE COMMUNITY OF OVEROPERS AND CONSISSION OF THE CITY OF MATIONAL CITY OF TOTOL RECORDED TERRILARY 2, 1891 AS INSTRUMENT NO. 10-03/1986, DESERVED AS PT. (1970).

COUNTY RECORDER OF SAN DIEGO COUNTY, DESCRIPTO AS TOLLOWS.

SECONING AT A POINT IN THE RECTERY LIVE OF SAND EXHIBITION AND OF 19 ACRE LIFT 11 OCCUPANT THERE ON SOUTH T A RESTORMANCE AND THE AREA OF 19 ACRE LIFT 11 OCCUPANT THERE OF SAND THE AREA OF 122 FROM THE

LOT 3 OF CENTER CITY PROJECT IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO, 8807, FILED IN THE OFFICE OF THE COUNTY FROM PROCEDURE OF SAN DIEGO COUNTY, FERRINAY 24, 1978.



verizon

HIGHLAND PLAZA (MCE) 1320 HIGHLAND AVENUE NATIONAL CITY, CALIFORNIA 91950

CONSULTANT TEAM

PLANNER:

PLANCOM, INC. 302 STATE PLACE ESCONDIDO, CALIFORNIA 92029 PHONE: (858) 349-8055 CONTACT: JOOI BITTERLIN

LEASING:

PLANCOM, INC.
302 STATE PLACE
ESCONDIDO, CALIFORNIA 92029
PHONE: (760) 735-3003
CONTACT: KERRIGAN DIEHL

ARCHITECT:

JEFFREY ROME & ASSOCIATES

SUITE: 100 PHONE: (949) 780-3929 FAX: (949) 760-3931 CONTACT: JEFFREY ROME

SURVEYOR:

A.I. KIN TAVARY CIMIL ENGINEERS 3 NINDS LAKE FOREST, CALIFORNIA 92620

PHONE: (714) 524-9027

DRIVING DIRECTIONS

DIRECTIONS FROM VERIZON WIRELESS DEFICE:

15505 SAN CANYON AVENUE, IRVINE, CALIFORNIA 92618-3114:

HEAD TOWARD WATERWORKS WAY ON SAND CANYON AVENUE (1.0 MILES). HEAD TOWARD WATEHWAYERS WAN UIL SOUD CREENLYN TOWARD SAN DECO (2.1 Mars), CONTINUE ON DECO PREMIAY TOWARD SAN DECO (2.1 Mars), CONTINUE ON TAKE SET TO TOWARD PLAZA STREET CONTINUE OF THAT BOULDWARD (1.0 MIRS), TURN LEFT ONTO HICHARD AVENUE (0.2 MIRS), ARRIVE AT HERHAND AVENUE, YOUR DESTINATION IS ON THE REIGHT.

1320 HIGHLAND AVENUE, NATIONAL CITY, CALIFORNIA 91950-3538.

PROJECT SUMMARY

APPLICANT:

OWNER:

PETERSON ERNEST TRUST LINDEMULDER LEGNE TRUST 3722 LIGGETT GRIVE SAN DIEGO, CALIFORNIA 92105 CONTACT: MBITTERLINGBITTERLIN.COM

VERIZON WIRELESS PROPOSES TO CONSTRUCT, OPERATE AND MAINTAIN AN UNIXAMED WIRELESS COMMUNICATIONS FACILITY. THIS FACILITY WILL CONSIST OF THE FOLLOWING:

(12) PROPOSED ANTENNAS MOUNTED ON (1) PROPOSED 45"-0" HIGH MONOPINE.

. PROPOSED UTILITY RUNS FOR TELEPHONE AND ELECTRICAL SERVICES.

. (12) PROPOSED RRU'S.

. (2) PROPOSED RAYCAPS NEAR EQUIPMENT.

. (1) PROPOSED 4'-0" MICROWAVE ANTENNA.

. (1) PROPOSED RUN FOR POWER/TELED CABLES.

ASSESSORS PARCEL NUMBER:

EXISTING OCCUPANCY:

. (2) PROPOSED RAYCAPS NEAR ANTENNAS.

. (1) PROPOSED STAND-BY CENERATOR.

. (1) PROPOSED 8'-0' HIGH CMU BLOCK WALL ENCLOSURE.

OTHER DN-SITE TELECON FACILITIES.

PROJECT ADDRESS

1320 HIGHLAND AVENUE NATIONAL CITY, CALIFORNIA 91850 560-410-03 & 560-050-12

GENERATOR INFORMATION

POLAR POWER 154W (8220k-972-001-004) 49.42***251.00**x76.53**

EVICTOR TOMING

TOTAL PROPOSEO VZW LEASE AREA: PROPOSED TYPE OF CONSTRUCTION:

EXISTING TYPE OF CONSTRUCTION

8 (COMMERCIAL)

467 SO.FT.

TYPE V-B

N/A- NO ROOF TYPE V-B (UNSPRINKLERED)

MXD-2 (MAJOR MIXED USE DISTRICT)

SHEET INDEX

T-1 TITLE SHEET

A=0 SITE PLAN
A=1 ENLARGED SITE PLAN
A=1,1 ENLARGED EQUIPMENT PLAN, ANTENNA PLAN
AND ANTENNA SCHEDULE AND SPECS
A=2 ELEVATIONS

A-2 ELEVATIONS
A-2.1 ELEVATIONS
A-3 EQUIPMENT DETAILS

LS-1 TOPOGRAPHIC SURVEY (FOR REFERENCE ONLY)
LS-2 TOPOGRAPHIC SURVEY (FOR REFERENCE ONLY)
LS-3 TOPOGRAPHIC SURVEY (FOR REFERENCE ONLY)

APPLICABLE CODES

ALL WORK SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES:

CALIFORNIA FIRE CODE, 2013 EDITION
CALIFORNIA BUILDING CODE, 2013 EDITION
CALIFORNIA PLIMBING CODE, 2013 EDITION
CALIFORNIA MECHANICAL CODE, 2013 EDITION
CALIFORNIA ELECTRICAL CODE, 2013 EDITION
CALIFORNIA GREEN BUILDING CODE, 2014 EDITION

IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL

ACCESSIBILITY DISCLAIMER

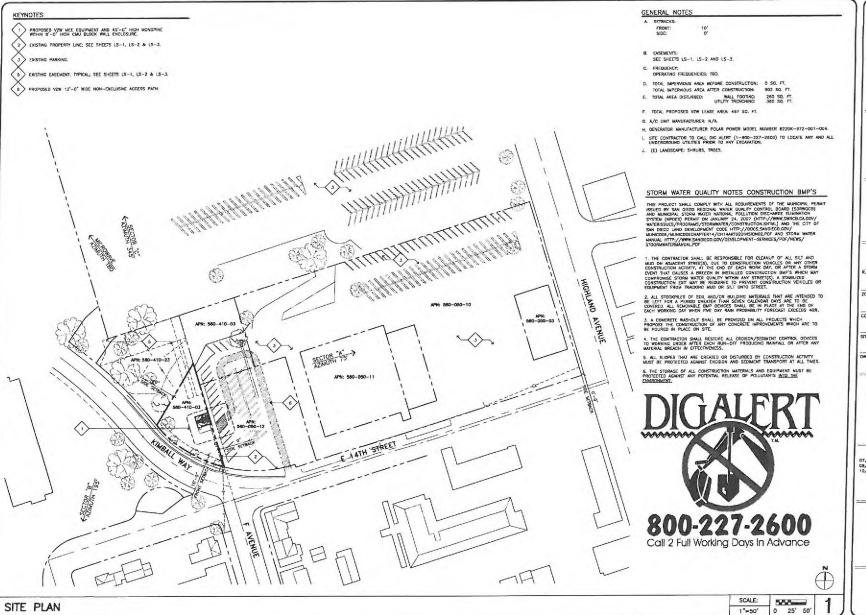
SCALE THE DRAWING SCALES SHOWN IN THIS SET REPRESENT THE CORRECT SCALE ONLY WHEN THESE DRAWINGS ARE PRINTED IN 24"X36" FORMAT, IF THIS DRAWING SET IS NOT 70 SCALE.

Jeffrey Rome erchitecture | telecommunications 131 Innovation Drive , Suite 188 Trvine , California 92517 tel 949.760.3929 | fax 949.760.3931 PROPRIETARY INFORMATION THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO VERIZOR WIRELESS IS STRICTLY PROHIBITED. PREPARED FOR verizon^v 15505 SAND CANYON AVENUE APPROVALS SITE ACQUISITION SITE NAME HIGHLAND PLAZA (MCE) 1320 HIGHLAND AVENUE NATIONAL CITY, CALIFORNIA 91950 PRELIMINARY ZO'S (P1) 100% ZD'S (P2) 100% ZD'S (P3) SHEET TILE

T-1

TITLE SHEET

BO





Jeffrey Rome

erchitecture | telecommunications 131 Innovation Drive , Suite 100 Irvine , California 9 2 6 1 7 tel 949.760,3929 | fax 949.760.3931

PROPRIETARY INFORMATION THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY MATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO VERIZON WIRELESS IS STRICTLY PROHIBITED.

PREPARED FOR



15505 SAND CANYON AVENUE IRVINE, CALIFORNIA 92618



CONSTRUCTION

SITE ACQUISITION

WNER APPROVAL

HIGHLAND PLAZA (MCE)

1320 HIGHLAND AVENUE NATIONAL CITY, CALIFORNIA 91950

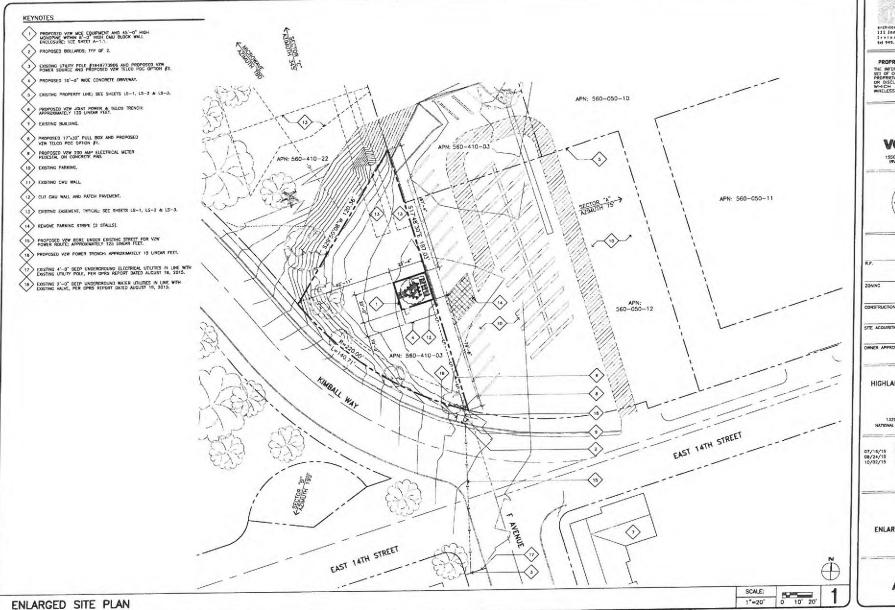
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SHEET TILE

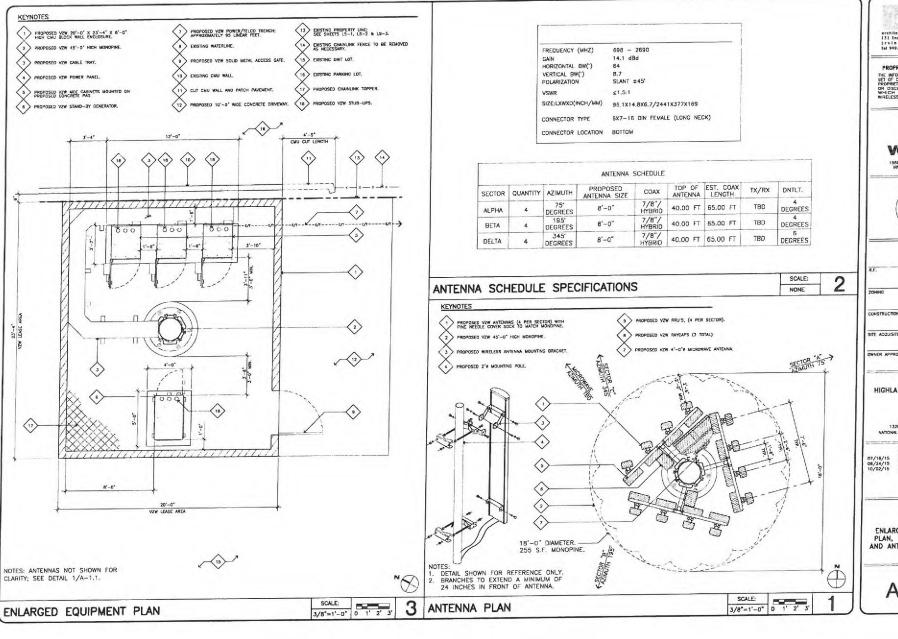
SITE PLAN

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Bog



Jeffrey Rome | architecture | telecommunications 131 Innovation Orive , Suite 100 Irvine , California 92817 tel 945.750.3929 | fax 949.760.3931 PROPRIETARY INFORMATION FRUTRICIANT INTUMATION THIS SET OF CONSTRUCTION DOCUMENTS IS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. MAY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO VERIZON WHRELESS IS STRICTLY PROHIBITED. PREPARED FOR verizon 15505 SAND CANYON AVENUE IRVINE, CALIFORNIA 92618 SITE ACQUISITION HIGHLAND PLAZA (MCE) 1320 HIGHLAND AVENUE NATIONAL CITY, CALIFORNIA 91950 SHEET TITLE ENLARGED SITE PLAN A-1



Jeffrey Rome | architecture | telecommunications 131 Innovation Orive , Suite 100 tryine , California 92617 tel 949.760.3929 | fax 949.760.3931

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PREPARED FOR

verizon^v

15505 SAND CANTON AVENUE IRVINE, CALIFORNIA 92618



SITE ACQUISITION

SITE NAME HIGHLAND PLAZA (MCE)

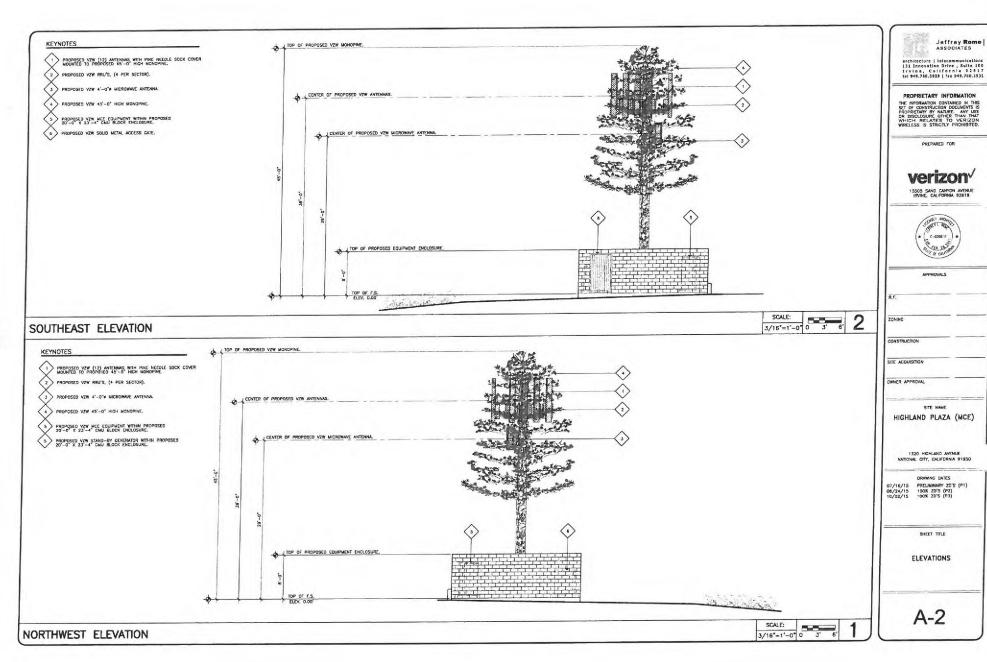
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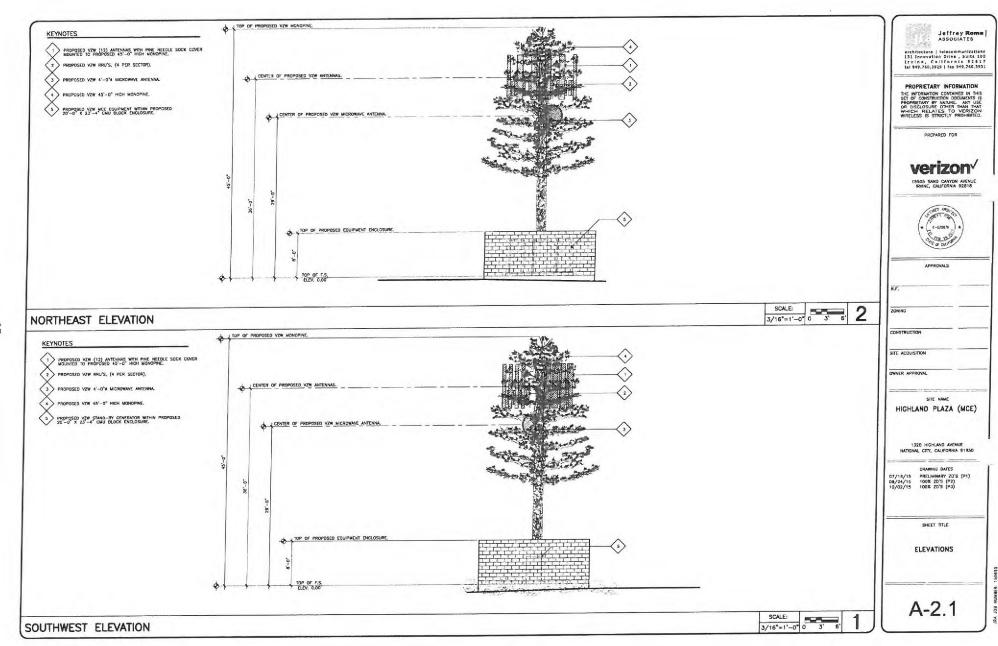
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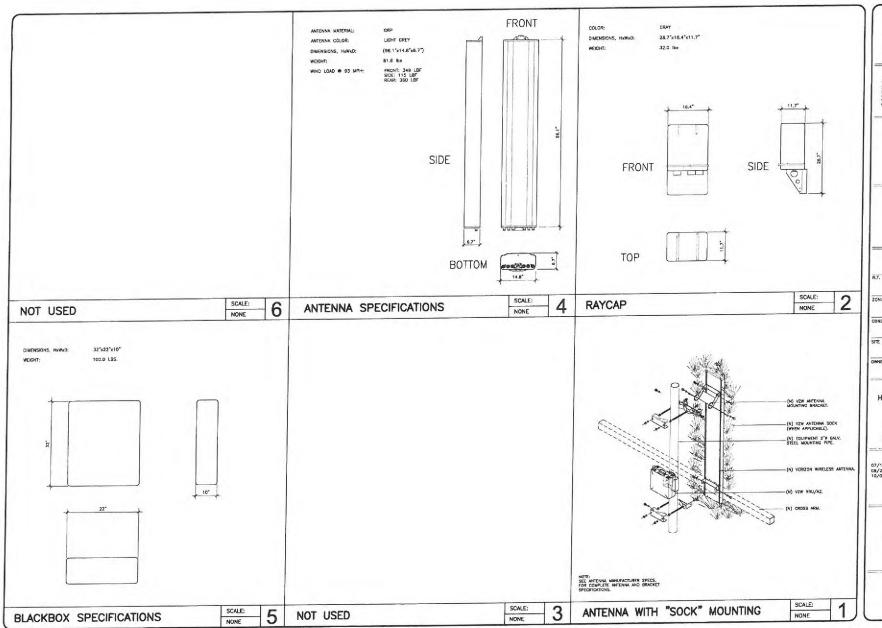
ENLARGED EQUIPMENT PLAN, ANTENNA PLAN, AND ANTENNA SCHEDULE SPECS

A-1.1











LEGAL DESCRIPTION

THE EAST WILF OF THE TEN AGRE LOT IT IN QUARTER SECTION 154, RAWCHO BE IA NACON IN THE CITY OF MINIOUS CITY, COUNTY OF SAN DECO, STATE OF CAMPORING ACCORDING TO MAP THEREOF BY MORBIL NO. IGG, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DECO COUNTY

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PARCEL 3

LOT J OF CENTER CITY PROJECT IN THE CITY OF INDIVIDUE CITY, COUNTY OF SAN DIEGO, STATE OF CHEPONIA, ACCORDING TO MAP NO. 8807, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 24, 1876

SITE ADDRESS

1300, 1310 & 1323 HIGHENES AVE, MATIONAL CITY CA

560-050-03, 04, 08, 10, 11, 12 AND 560-410-03

RECORD OWNER

CHISTS FORTHWAS MUNICIPALED INVESTED OF THE L. O. LINGUALDER FROST #0 1. UNIVERSED AND THE PROST PROST #0 1. UNIVERSED AND THE PROST OFFICERER I. 1981, AS TO AN UNDONOUT STITZE HITEREST AND EMEST E PRESENCE PROSTED FOR COLUMNING #1 PROST DATED JULY 1, 1980, SUBJECT TO TRUM NO 18, AS TO AN UNDONOUT 5/12 OFFICES.

TITLE REPORT

A PRELIMINARY TITLE REPORT WAS PREPARED BY COMMONWEALTH LAND TITLE COMPANY FILE NO. OBJECTS '48 DATED JUNE 25, 2015 BASIS OF BEARING

THE STATE PLANE COORDINATE SYSTEM 1983 (NAD 83) CHUFORNIA ZONE 6

BENCH MARK

THE SPATIAL REFERENCE CENTER CORS "PLOS", ELEVATION = 39 42 FEET (MAYD 88) FLOOD ZONE

SITE IS LOCATED IN FLORID ZUNE "X" AS PER F.I.R.M. MAP INC. DEDZICIST IN EFFECTIVE DATE MAY 16, 2012

SCHEDULE B EXCEPTION

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131 Innovation Drive, Suite 100 Invine, Chilfornia 92617 1el 949,760,3929 | fax 949,760,3931

PROPRIETARY INFORMATION



15105 SAND CANTON AVENUE IRVNIE, CALIFORNIA 32618



ZONING

CONSTRUCTION

SITE ACQUISITION

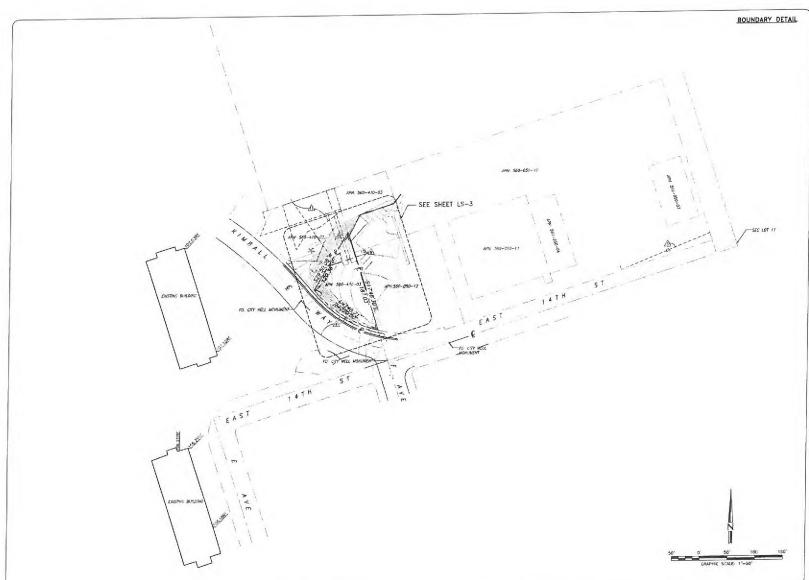
HIGHLAND PLAZA

DRAWING DATES 07/13/15 PRELIMINARY SURVEY 07/15/15 FINAL SURVEY

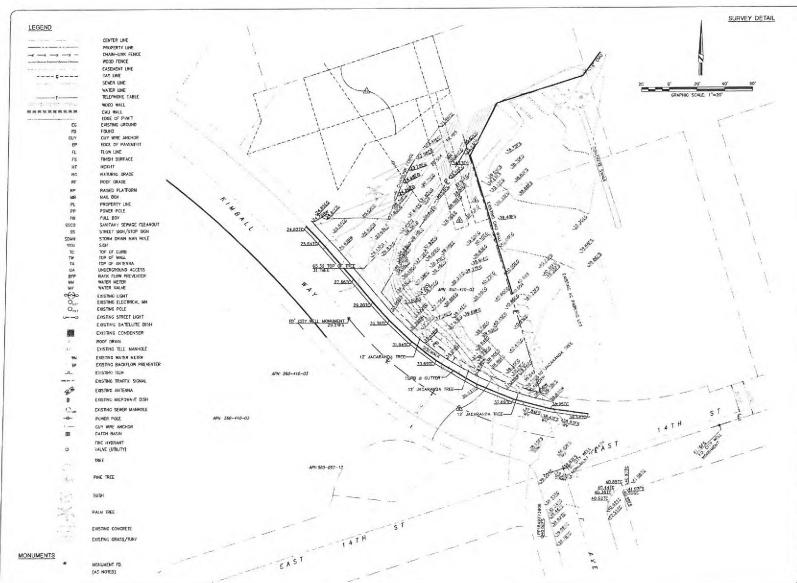
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LS-1

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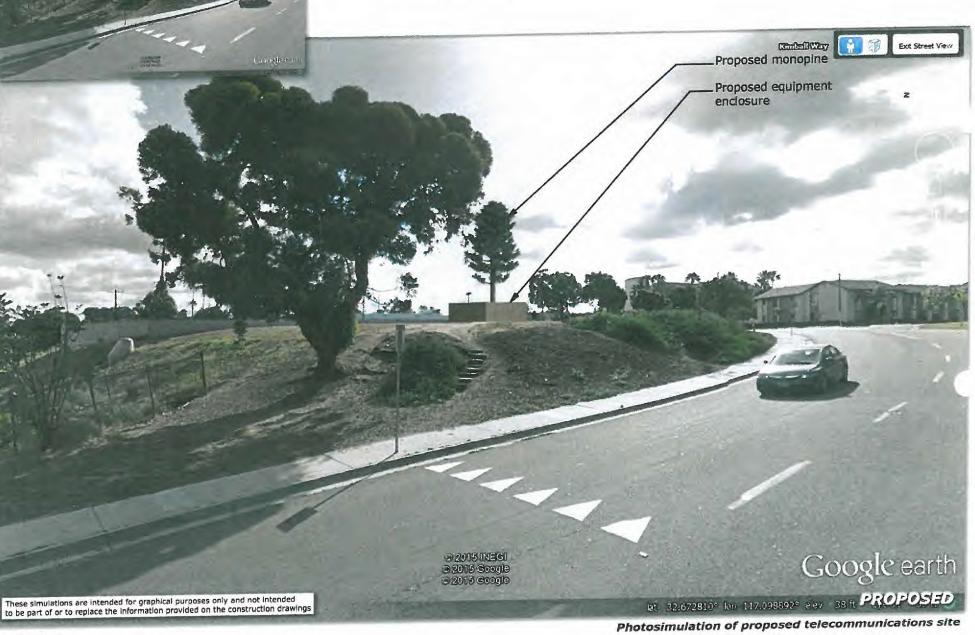


EXISTING.

EXHIBIT: B CASE FILE NO.: 2015-24 Cup DATE: 10/5/2015

Highland Plaza (MCE) 1320 Highland Ave. National City, CA 91950

verizon





Highland Plaza (MCE) 1320 Highland Ave. National City, CA 91950

verizon/



EXISTING

Highland Plaza (MCE) 1320 Highland Ave. National City, CA 91950

verizon

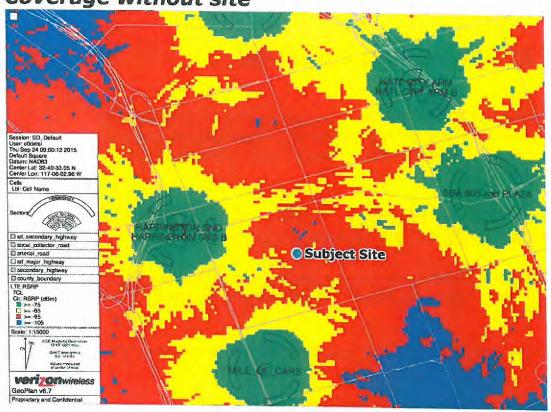


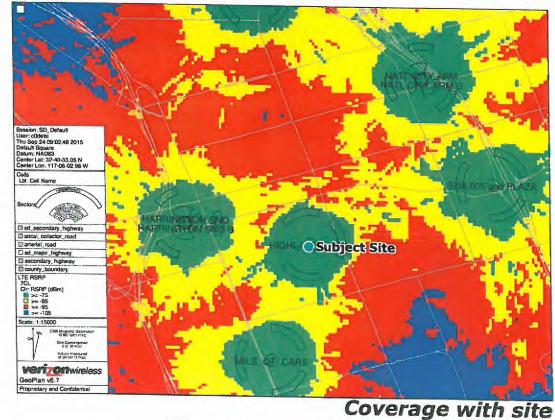
OF THE PERSON

nland Plaza (MCE) 1320 Highland Ave. National City, CA 91950

verizon/

Coverage without site





Coverage Levels:

Excellent

Good/Variable

Poor



CITY OF NATIONAL CITY Office of the City Clerk

1243 National City Blvd., National City, California 91950 619-336-4228 phone / 619-336-4229 fax

Michael R. Dalla, CMC - City Clerk

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of National City will hold a Public Hearing after the hour of 6:00 p.m., Tuesday, February 16, 2016, in the City Council Chambers, Civic Center, 1243 National City Blvd., National City, CA., to consider:

CONDITIONAL USE PERMIT FOR A WIRELESS COMMUNICATIONS FACILITY AT 1320 HIGHLAND AVENUE.

The Planning Commission conducted a public hearing at their meeting of December 7, 2015 and voted unanimously to recommend approval of the Conditional Use Permit.

Anyone interested in this matter may appear at the above time and place and be heard.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the undersigned, or to the City Council of the City of National City at, or prior to, the Public Hearing.

February 3, 2016		
	*	Michael R. Dalla, CMC
		City Clerk



Item no. 5 December 7, 2015

CITY OF NATIONAL CITY - PLANNING DEPARTMENT 1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

PLANNING COMMISSION STAFF REPORT

Title:

PUBLIC HEARING - CONDITIONAL USE PERMIT FOR A

WIRELESS COMMUNICATIONS FACILITY AT 1320

HIGHLAND AVENUE

Case File No .:

2015-24 CUP

Location:

North side of Kimball Way near the "F" Avenue intersection

Assessor's Parcel No.:

560-410-03

Staff report by:

Michael Fellows - Assistant Planner

Applicant:

Verizon Wireless

Zoning designation:

MXD-2 - Major Mixed Use District

Adjacent land use/zoning:

North:

Park Village Condominiums and Walmart / RM-2 and MXD-2

respectively

East:

Shopping Center / MXD-2

South:

Single and multi-family residential across Kimball Avenue /

RS-2 and RM-2 respectively

West:

Kimball Towers / RM-3

Environmental review:

Categorically Exempt pursuant to Class 3 Section 15303

(New Construction or Conversion of small structures)

Staff recommendation:

Approve

BACKGROUND

Verizon Wireless has applied for a Conditional Use Permit (CUP) to construct a wireless telecommunications facility and install associated equipment (described below) on a vacant lot. The design for the facility features an artificial pine tree.

Project location

The project location is a vacant lot on the north side of Kimball Way. The lot is located between a shopping center (1320 Highland Avenue) parking lot and a drainage channel. The facility is proposed adjacent to the east property line adjacent to the parking lot. The overall property is 10,356 square feet in size and is located in the Major Mixed Use District (MXD-2) zone.

Proposed Use

The applicant is proposing to construct a 45-foot tall artificial pine tree with 12 panel antennas and one microwave antenna. The proposal also includes three equipment cabinets and a generator. The entire facility would be contained within a 23-foot by 20-foot (467 square-foot) equipment compound surrounded by an 8-foot high, block wall.

Analysis

The proposed telecommunication facility is designed to address an area of weak service in the Verizon Wireless network. The proposal is consistent with General Plan policy E-3.3 (Education and Public Participation) that aims to increase access to wireless internet connections, computers, and other forms of communication technology.

The proposal is also generally consistent with the Land Use Code, since the Code specifies that wireless communications facilities are a conditionally-allowed use in the MXD-2 zone and for the reasons detailed below. The Land Use Code requires that telecommunication facilities be sensitively designed to be compatible with and minimize visual impacts to surrounding areas. It also requires that telecommunication facilities and appurtenances be screened by existing or proposed landscaping to the extent possible without compromising reception and/or transmission. In this case, the applicant proposes an artificial pine tree to minimize visual impacts on the surrounding area. The Planning Department recommends that the applicant be required to plant pine trees and shrubs around the shelter since the facility is on a vacant lot with little existing vegetation, and the landscaping would better screen the facility from neighboring properties. This has been included as a Condition of Approval (No. 16).

The Land Use Code requires co-location of telecommunication towers where feasible and found to be desirable. In this case, there are no other co-location opportunities in this area. The Land Use Code also requires telecommunication facilities to be located at

least 75 feet from any habitable structure on a separate property. The proposed facility meets this requirement, as the closest habitable buildings are single-family and multifamily developments located approximately 175 feet across Kimball Way. Kimball Towers are located approximately 250 feet across Kimball Way.

The proposed facility is inconsistent with sections of the Land Use Code that encourage telecommunication facilities be constructed to integrate into a building's design, rather than provide service via telecommunication towers. The facility also could potentially affect future development on neighboring properties since any habitable space must 75 feet from the facility and the facility could block views of future development. However, the lot and immediate area are vacant or undeveloped in nature and it is unknown if any development is planned nearby. Staff is not aware of any projects at this time.

The proposed project has been reviewed in compliance with the California Environmental Quality Act. Staff has determined that the proposed use is categorically exempt from environmental review pursuant to Class 3 Section 15303 (New Construction or Conversion of Small Structures), for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The proposed use would be consistent with this description as a new, small facility.

Department comments

Comments were provided by Fire Department require compliance with the California Fire Code and National Fire Protection Association codes. Additional comments provide specification for signage, and that the Fire Department is included in all rough stages of inspections.

Comments were provided by the Engineering Department that require: 1) Missing street improvements be constructed 2) More detailed plans be provided to determine if the proposed electrical meter location conflicts with the existing fire hydrant and back flow preventer, and 3) The "no parking" (red curb) along the property frontage be repainted. Engineering also provided standard comments for entitlements that approve future construction.

Conditions of Approval

Standard Conditions of Approval have been included in the staff report. The Planning Department added conditions regarding landscaping and irrigation on the property,

requiring compliance with applicable codes, and all necessary state/local/federal permits. Additionally Conditions have been added reflecting Fire and Engineering Department comments and requirements.

Required findings

The Municipal Code contains required findings for Conditional Use Permits. There are six required findings:

 The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code.

The use is allowable within the Major Mixed Use District zone pursuant to a Conditional Use Permit, and the proposed facility meets the required telecommunication facility design guidelines that including the applicant making a good faith effort in achieving colocation, the facility provides the minimum distance requirements from habitable space, and the facility is sensitively designed to minimize visual impacts.

2. The proposed use is consistent with the General Plan and any applicable specific plan.

General Plan Policy E-3.3 encourages access to wireless internet connections, computers, and other forms of communication technology; the proposed telecommunications facility provides internet/cellular data as well as standard cellphone service capability. In addition, the proposed facility is a conditionally-permitted use in MXD-2 zone.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity.

The 45-foot artificial pine tree and required landscaping will adequately screen the 12 panel and one microwave antenna. Furthermore, the eight-foot block wall and required landscaping will provide adequate screening of the equipment from adjacent properties. Future development is unlikely to be impacted because the only neighboring property likely to be developable is the same owner as the subject property.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

The site is suitable for the proposed telecommunication facility because the use has no minimum lot size or density requirements, and the facility would only utilize 460 square-

feet of the mostly level, 10,356 square-foot lot. Furthermore the lot has access from Kimball Way and access to all necessary utilities.

Granting the permit would not constitute a nuisance or be injurious or detrimental
to the public interest, health, safety, convenience, or welfare, or materially
injurious to persons, property, or improvements in the vicinity and zone in which
the property is located.

The proposed facility will not be highly visible because the 45-foot artificial pine tree and associated equipment will be adequate screened from adjacent properties. Furthermore, the 1996 Telecommunications Act states that, "no State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions." It should also be pointed out that if approved by a local jurisdiction, all wireless communications facilities must obtain all required state and federal permits in order to operate. A Condition of Approval (No. 14) is included requiring these permits.

6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act.

The proposed project has been reviewed in compliance with the California Environmental Quality Act. Staff has determined the proposed use to be categorically exempt from environmental review pursuant to Class 3 Section 15303 (New Construction or Conversion of Small Structures), for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit.

Summary

The proposed project is consistent with the General Plan and Land Use Code in that it meets all applicable design requirements for wireless communication facilities. The project is considered 'stealth' in that it would blend with newly planted trees. The antennas would not be highly visible and the operating equipment would be completely screened from view. The new facility will help to provide coverage in an area with limited service and provide additional reception for Verizon Wireless customers.

OPTIONS

- Approve 2015-24 CUP subject to the attached conditions, and based on attached findings or other findings as determined by the Planning Commission; or
- Deny 2015-24 CUP based on findings as determined by the Planning Commission; or
- 3. Continue the item for additional information

ATTACHMENTS

- Recommended Findings
- 2. Recommended Conditions
- Overhead
- 4. Existing Wireless Facilities Map
- Coverage Maps
- 6. Public Hearing Notice (Sent to 78 property owners & 485 Occupants)
- 7. Notice of Exemption
- 8. Applicant's Plans (Exhibits A and B, Case File No. 2015-24 CUP, dated 10/5/2015)

MICHAEL FELLOWS

Assistant Planner

BRAD RAULSTON
Executive Director

RECOMMENDED FINDINGS FOR APPROVAL

2015-24 CUP - 1320 Highland Avenue

- 1. That the proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because the use is allowable within the Major Mixed Use District zone pursuant to a Conditional Use Permit, the proposed facility meets the required telecommunication facility design guidelines, including the applicant making a good faith effort in achieving colocation, the facility providing the minimum distance requirement from habitable space, and the facility is sensitively designed to minimize visual impacts.
- 2. That the proposed use is consistent with the General Plan and any applicable specific plans, because General Plan Policy E-3.3 encourages access to wireless internet connections, computers, and other forms of communication technology; the proposed telecommunications facility provides internet/cellular data as well as standard cellphone service capability. In addition, the proposed facility is a conditionally-permitted use in Major Mixed Use District zone.
- 3. That the design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because the 45-foot artificial pine tree and required landscaping will adequately screen the facility. Furthermore, the eight foot block wall and required landscaping will provide adequate screening of the equipment from adjacent properties. Future development is unlikely to be impacted because the only neighboring property likely to be developable is the same owner as the subject property.
- 4. That the site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, since the site is suitable for the proposed telecommunication facility because the use has no minimum lot size or density requirements, and the facility would only utilize 467 square-feet of the mostly level, 10,356 square-foot lot. Furthermore the lot has access from Kimball Way and access to all necessary utilities.
- 5. That granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed facility will not be highly visible because the 45-foot artificial pine tree and associated equipment will be adequately screened from adjacent properties.

6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act, because staff has determined the proposed use to be categorically exempt from environmental review pursuant to Class 3 Section 15303 (New Construction or Conversion of Small Structures), for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit.

RECOMMENDED CONDITIONS OF APPROVAL

2015-24 CUP - 1320 Highland Avenue

General

- 1. This Conditional Use Permit authorizes a wireless communications facility on a vacant parcel on Kimball Way identified by Assessor Parcel Number 560-410-03. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform with Exhibits A and B, Case File No. 2015-24 CUP, dated 10/5/2015). Any additional antennas or facilities must be in substantial conformance with the design for installation shown on these plans.
- 2. Before this Conditional Use Permit shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the Conditional Use Permit. The applicant shall also submit evidence to the satisfaction of the Planning Department that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the Conditional Use Permit are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Executive Director prior to recordation.
- 3. Within four (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the County Clerk and submitted to the National City Planning Department.
- 4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in Section 18.12.040 of the Municipal Code.

Fire

- Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC) and National Fire Protection Association (NFPA).
- 6. All required signage shall be designed and installed to the Fire Department's specifications.
- 7. The National City Fire Department shall be involved with all fire inspections for this site. Rough inspections are required for all phases of work.

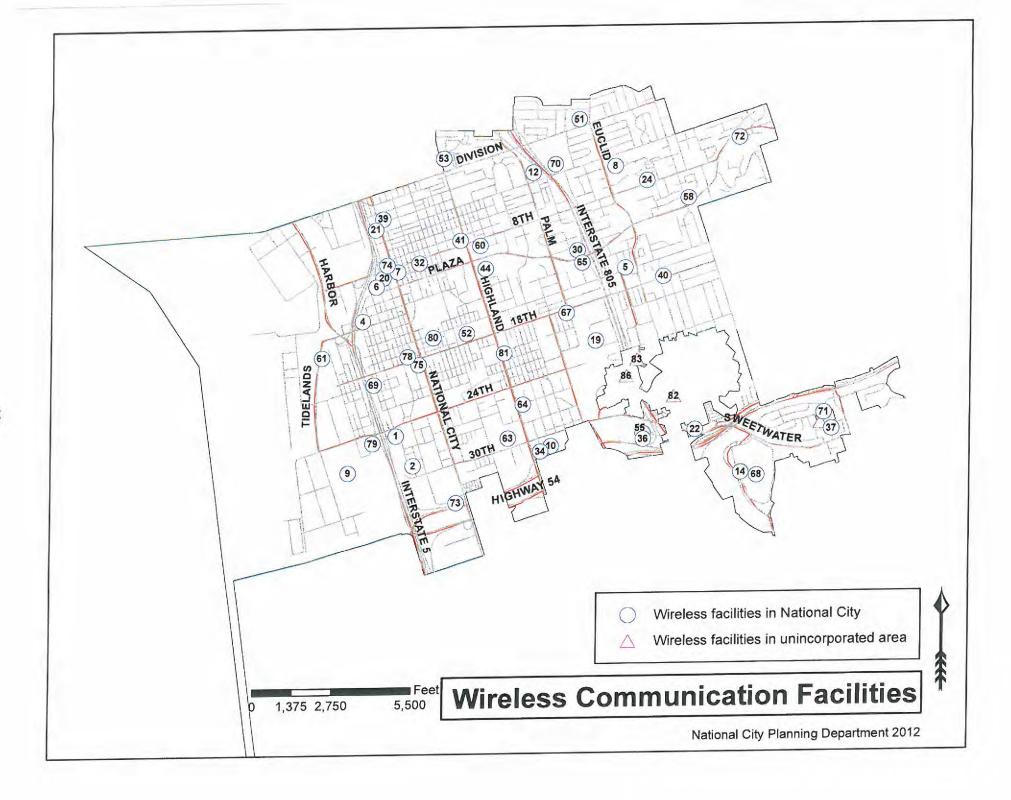
Engineering

- 8. The Best Management Practices (BMPs) for the maintenance of the proposed construction shall be undertaken in accordance with the National Pollutant Discharge Elimination System (NPDES) regulations which may require a Storm Water Pollution Prevention Plan (SWPPP) for the project. If required, an approved SWPPP will be required prior to issuing of a construction permit.
- 9. All surface run-off shall be treated with an approved Standard Urban Runoff Mitigation Plan (SUSMP) Best Management Practice (BMP) for all Priority SUSMP projects. No runoff will be permitted to flow over the sidewalk. Adjacent properties shall be protected from surface run-off resulting from this development.
- 10.A permit shall be obtained from the Engineering Department for all improvement work within the public right-of-way, and any trading construction on private property.
- 11. Street improvements shall be in accordance with the City Standards. All missing street improvements shall be constructed. Abandoned driveway aprons shall be replaced with curb, gutter, and sidewalks.
- 12. Plans are incomplete. Plans submitted for permits must show the existing fire hydrant, and valves where the proposed 200 amperage electrical meter and pad are proposed.
- 13. The "no parking" zone (red curbing) provided along the property frontage shall be repainted.

Planning

- 14. All appropriate and required local, state and/or federal permits must be obtained prior to operation of the wireless communications facility.
- 15. Any equipment visible to the exterior of the facility, including cable chases/trays, shall be painted to match the surface on which it is mounted.
- 16. Landscape and irrigation plans must be submitted / approved with building permit plans. The plans must provide 36" box minimum pine trees and 15 gallon shrubs in a number sufficient to screen the facility as determined by the Planning Department.
- 17. The permittee shall not object to co-locating additional facilities of other communication companies and sharing the project site, provided such shared use does not result in substantial technical or quality-of-service impairment for the permitted use. In the event a dispute arises with regard to co-locating with other existing or potential users, the City may require a third party technical study at the expense of either or both the applicant and the complaining user. This condition in no way obligates the City to approve any co-location proposal if it is determined by the City not to be desirable in a specific case.

18. The applicant or operator shall be responsible for the removal and disposal of any antennas, equipment or facilities that are abandoned, decommissioned, or become obsolete within six (6) months of discontinuance.



FACILITY	APN	LOCATION	PROVIDER	FILE_NO_
1	562-340-44	2434 Southport		lad CUP-1992-11
	Radio commu	nication facility (microwave	transmitter)- 80-foot	tall tower and 8-foot in diameter dish antenna
2	562 340 26	300 W 28th	AirTouch	CDC Reso 94-28
		pole with three sector antenn	nas and 450-sa foot	eauipment buildina.
	562-340-26	300 W 28th	Nextel	CUP-2003-30
	12 antennae o	on existing communications	tower and a 270 squ	uare foot equipment enclosure adiacent to existing equipment
4	550-032-02	1215 Wilson	Pac Bell	CUP-1995-11
•	Located on ro	of of existina building. PCS	facility- six roof-mou	inted antennas and two ground-mounted equipment boxes.
5	557-410-03	1645 E Plaza	Pac Bell	CUP1995-13
	Located on ro	of of Quality Inn. PCSfacility	- six panel antennas	s and equipment cabinet.
6	555 096 11	910 Hoover	AirTouch	CUP-1995-18
	Located on ex	isting building. Cellular facili	itv- three support str	uctures with five panel antennas each, two dish antennas
	and equipmen			
7	556-471-24	801 National City Blvd	AT&T	CUP-1996-2
	Located on roo	of of Red Lion Hotel, Paging	facility- four whip a	ntennas, one global positioning satellite antenna and
	equipment cab			
	556-471-24	801 National City Blvd	Nextel	CUP-1994-8
	Located on roo	of of Red Lion Hotel, ESMR	facility- three whip a	antennas and eauipment cabinet.
	556-471-24	801 National City Blvd	Pagenet	CUP-1996-12
	Located on roc	of of hotel. Paging facility- fo	ur antennas and ea	uipment cabinet one floor down from roof.
	556-471-24	801 National City Blvd	AT&T	CUP-1999-5
	Located atop F	Red Lion Hotel, Wireless cor	nmunication facility-	four antennas and radio base system.
3	554-120-30	2400 E 4th	AT&T	CUP-1996-4
	Located on roc	of of Paradise Valley Hospita	al. Paaina facility- fo	ur whip antennas, one alobal POsitioninasatellite antenna
	and equipment			
	559-160-13	1022 W Bay Marin	GTE	CUP-1996-5
	Located on a 3	60-sa foot building. Cellular	facility- 60-foot mor	nopole with twelve panel antennas.
0	563-370-36	3007 Highland	Pac Bell	CUP-1996-6
	Located on exis	sting Super Saver buildina.	PCSfacility- six pane	el antennas and two equipment cabinets.
2	554.050.12	303 Palm	AirTouch	CUP-1996-8
~	60-foot high mo	onopole with six whip antenr	nas, thirty directiona	I cellular antennas, and three dishes with an eauiDmentcabinet
	at base.			
	554-050-12	303 Palm	Sprint PCS	CUP-2001-10
	Located on Nat	ional Guard Armory propert	v. PCSfacility six an	tennas in three 40-foot flag poles, one GPS antenna and a
	new equipmen		At the language and the	ASSESSMENT TO THE PROPERTY OF
	Hew eduibilien	t building.		

	564-471-01 3030 Plaza Bonita Rd	Nextel	CUP-1997-8		
4	Located atop Plaza Bonita sign. ESMRfac	ility- nine antenn	as and equipment cabinet.		
	504-471-01 Substitute Plaza Bonita sig	n. PCSfacility- th	ree antennas and two eauiDmentcabinets at base of sign.		
	557-420-36 1840 E 12th	Nextel	CUP-1999-4		
16	60-foot monopalm on vacant commercial t	ot.			
			CUP-2000-9		
20	555-082-11 111 W 9th	rehouse. Wireles	ss communication facility- twelve wireless panel antennas		
	Located atop 2-story Sid's Carriet Barri Wa				
	and 4-inch GPS antenna. 555-030-21 330 National City Blvd	GTE	CUP-2000-11		
21	555-030-21 330 National City Blvd	unication facility-	twelve panel antennas and four equipment cabinets.		
		Sprint	CUP-2000-14		
22	564-250-50 2435 Sweetwater Located at Sweetwater Inn. Global Positio	ning System with	nine panel antennas.		
30	557-420-36 1905 E Plaza	nnas PCS Facil	ity with one equipment enclosure and a GPS antenna.		
	53 foot tall monopalm with nine panel ante	AT&T	CUP-2001-6		
32	556-473-18 242 E 8th	Alai			
	Located atop an existing church.	Nextel	CUP-2001-12		
34	563-370-35 3007 Highland	winment building	over trash enclosure, nine panel antennas and one GPS antenna.		
	Located atop Sweetwater Square, New eq	Cingular	CUP-2002-3		
36	563-231-38 1914 Sweetwater	- f the Cweetu	raterTown and Country Shopping Center.		
	Located on an existing 75 foot tall pole sig	n for the Sweetw	CUP-2002-4		
37	564-310-37 3737 Sweetwater	Cingular	001 -2002 4		
	72 foot tall monopine with standard equipn	nent enclosure	CUP-2002-6		
39	556-101-15 241 National City Blvd	Cingular	an existing furniture store: four equipment cabinets outside		
177	12 panel antennas behind four new partial	parapet walls at	op an existina fumiture store; four equipment cabinets outside CUP-2002-13		
40					
	Panel antennas located inside new liaht st	andards; equipm	ent located inside existing commercial buildina CUP-2002-14		
41	556-354-13 716 Highland	AT&T	4 - 4 Dea Pall quitching station. Equipment screened to match		
	556-354-13 716 Highland AT&T COT 2002 FF Six facade mounted panel antennas with equipment on roof of PacBell switching station. Equipment screened to match				
	existing.		CUP-2002-24		
44	FEO FOO C4 4040 Highland	Sprint PCS			
•	6 panel antennas in a new monument sign	in the South Bay	y Plaza snopping center		
	EEE EOO 61 1019 Highland	Cinquiar	COF-2002-2		
	Located atop South Bay Plaza on an existi	ng mechanical e	quipment screen.		
51	552-283-11 2323 E Division	Sprint	CUP-2004-6		
וכ	3 panelantennasina 9x10x16 roof-mounted	dcupola			

52	560-191-30 1701 D Ave Nextel	CUP-2004-12			
	12 panel antennas on a 57' faux broadleaf tree with 230 squar	re foot equipment enclosure			
53	551-570-20 51 N Highland Sprint	CUP-2004-15			
00	2 panel antennas in a 45' flagpole with 4 wall-mounted equipm	nent cabinets			
55	563-231-39 1914 Sweetwater Nextel	PC Reso 20-2002			
55	2 panel antennas in a 45' flagpole with 4 wall-mounted equipm	nent cabinets			
57	1554-120-24 2701 E 8th Cingular	PC Reso 02-2001			
	Co-locationin churchspire-3 antennas within existing architectu	ural feature			
	554-120-24 2701 E 8th T-Mobile	CUP-2000-19			
	Located at existing church. Antennas located in a GO-footmon	nument.			
	554 400 04 2704 E 9th Sprint	CUP-2000-27			
	12 panel antennas mounted on exterior of self-storage building	g and painted to match; all equipment located inside of the			
	buildings				
	554-120-24 2701 E 8th AT&T	CUP-2000-19			
	Located at existing church. Antennas located in a 60-foot mon	Located at existing church. Antennas located in a 60-foot monument			
58	558-030-30 1035 Harbison Nextel	CUP-2005-3			
	12 panel antennas on a monopalm with 299 SQ.ft. equipment	enclosure.			
60	1556-510-12 914 E 8th Cinqular	CUP-2005-10			
	12 panel antennas on 39-ft monopine with 280 sq. ft. equipmen	12 panel antennas on 39-ft monopine with 280 sq. ft. equipment shelter			
61	559-040-53 1439 Tidelands Cingular	CUP-2005-9			
	12 panel antennas on monopalm with associated equipment st	helter			
	550-040-53 1445 Tidelands Nextel	CUP-2000-31			
	40-footmonopalmwith three sectors of four antennas each and	d equipment shelter			
33	562-200-02 2900 Highland Cingular	CUP-2005-12			
	3 antennas on replacement light standard with associated equi	pment shelter			
64	563-010-47 2605 Highland Cricket	CUP-2006-11			
79	3 antennas in new architectural feature of church with associate	ed equipment			
	563 010-47 2605 Highland Sprint	CUP-2002-18			
	Six panel antennas and equipment inside a new 54 foot tall mo	nument/cross/sign.			
55	557-420-31 1900 E Plaza Cricket	CUP-2006-6			
	3 antennas on new faux palm tree with associated equipment				
	557-420-31 1900 E Plaza Cingular	CUP-2004-4			
	5 panel antennas in a new pole sign at Jimmy's Restaurant				
67	I561-222-23 1526-40 F 18th T-Mobile	CUP-2006-10			
	12 panel antennas on a new 45-foot tall faux pine tree with ass	ociated equipment shelter			
38	1564-471-07 3030 Plaza Bonita Rd Cingular	CUP-2005-24			
***	12 antennas facade mounted to new rooftop enclosure that will	house equipment			

68	564-471-07	3030 Plaza Bonita Rd	Verizon	CUP-2003-13
	12 panel antenna	as on the roof of the Plaza	Bonita Mall beh	ind a screen wall
69	559-106-17	525 W 20th	Cricket	CUP-2005-25
	3 antennas on ex	xisting self storage building	g painted to mate	ch with associated equipment
	EEO 40C 47	525 W 20th	Sprint	CUP-2001-4
	Located on exist	ina storaae building. Wirel	ess communicati	ion facility- 9 antennas and equipment building.
70	554-050-15	2005 E 4th	Cricket	PC Reso 09-2003
	3 antennas on ex	xisting light standard with a	associated equip	ment shelter
	EE4 050 45	200E E 46h	Cincular	CUP-2003-5
	12 panel antenna	as on a replacement 100 for	oot light standard	in ElTovon park and a 160 square foot equipment enclosure.
	4 0 50 45	OCCE E 44h	CTF	CIP-1998-4
	Located in EITov	on Park. Cellular facility- 9	7'8" monopole w	with twelve panel antennas, three omni antennas, and 192-sqfoot
	equipment build			
	EEA 050 15	2005 F 4th	Nextel	CUP-2005-15
	12 panel antenna	as on a 47-foot tall faux-bro	padleaf awith 230	0 sq. ft.equipment shelter
71	E64 200 06	3820 Cagle St	Cricket	PC RESO 10-2004
(1	3 antennas on ex	kisting faux pine tree with v	aulted equipmer	nt shelter
	E04 000 00	2020 Caglo St	Sprint	CUE-2001-2
	Located at Sweet	twater Heights Centennial	Park, Wireless of	communication facility- 35-foot pole with six antennas,
	equipment buildir	ng and adiacent liahting for	r the park.	
	E04 000 00	2020 Carlo St	T-Mobile	CUP-2004-3
	Legated at Sweet	twater Heights Centennial	Park. Wireless c	communication facility- 55-foot monopine with twelve panel
	Localed at Swee	Water rieights contemia.	. em maranas a s	
	antonnas and equ	Tipment nilliding		
	antennas and equ	3820 Carle St	Cinqular	PC Reso 11-2002
	antennas and equ	3820 Carle St	Cingular	PC Reso 11-2002 nnas and new 275 SQ.ft. equipment vault
70	antennas and eq 564-290-06 Co-location on 55	3820 Cagle St 5-foot monopine - additiona	al 12 panel anten	PC Reso 11-2002 nnas and new 275 SQ.ft. equipment vault PC RESO 32-2003
72	antennas and eq 564-290-06 Co-location on 55	3820 Cagle St 5-foot monopine - additiona 5800 Boxer Rd	al 12 panel anten Cricket	nnas and new 275 SQ.ft. equipment vault PC RESO 32-2003
72	antennas and equation 564-290-06 Co-location on 55 669-060-26 3 antennas on ex	3820 Cagle St 5-foot monopine - additiona 5800 Boxer Rd isting water tower with ass	al 12 panel anten Cricket sociated equipme	PC RESO 32-2003 ent shelter CUP-2003-16
72	antennas and equation 564-290-06 Co-location on 55 669-060-26 3 antennas on ex	3820 Cagle St 5-foot monopine - additiona 5800 Boxer Rd isting water tower with ass	al 12 panel anten Cricket sociated equipme	PC RESO 32-2003 ent shelter CUP-2003-16
72	antennas and equipments and equipmen	3820 Cagle St 5-foot monopine - additiona 5800 Boxer Rd isting water tower with ass 5800 Boxer Rd s on the outside of the 0.0	al 12 panel anten Cricket sociated equipme T-Mobile I. Arnold water ta	PC RESO 32-2003 ent shelter CUP-2003-16 ent and a 150 square foot equipment enclosure adiacent to the tank PC Reso 32-2003
72	antennas and equipments and equipmen	3820 Cagle St 5-foot monopine - additiona 5800 Boxer Rd isting water tower with ass 5800 Boxer Rd s on the outside of the 0.0	al 12 panel anten Cricket sociated equipme T-Mobile I. Arnold water ta	PC Reso 32-2003 ent shelter CUP-2003-16 ent and a 150 square foot equipment enclosure adiacent to the tank PC Reso 32-2003
72	antennas and equipments and equipmen	5-foot monopine - additional 5800 Boxer Rd isting water tower with ass 5800 Boxer Rd s on the outside of the 0.0 5800 Boxer Rd on the outside of the 0.0.	al 12 panel anten Cricket sociated equipme T-Mobile I. Arnold water ta Sprint Arnold water tan	PC RESO 32-2003 ent shelter CUP-2003-16 ink and a 150 square foot equipment enclosure adiacent to the tank PC Reso 32-2003 ik and a 360 square foot equipment enclosure adjacent
72	antennas and equipments and equipmen	3820 Cagle St 5-foot monopine - additiona 5800 Boxer Rd isting water tower with ass 5800 Boxer Rd is on the outside of the 0.0 5800 Boxer Rd on the outside of the 0.0.	al 12 panel anten Cricket Sociated equipme T-Mobile Arnold water tan Sprint Arnold water tan	PC RESO 32-2003 ent shelter CUP-2003-16 ink and a 150 square foot equipment enclosure adiacent to the tank PC Reso 32-2003 k and a 360 square foot equipment enclosure adjacent CUP-2005-21
	antennas and equipments and equipmen	3820 Cagle St 5-foot monopine - additiona 5800 Boxer Rd isting water tower with ass 5800 Boxer Rd s on the outside of the 0.0 5800 Boxer Rd on the outside of the 0.0. 5800 Boxer Rd s on the outside of the 0.0.	al 12 panel anten Cricket sociated equipme T-Mobile Arnold water ta Sprint Arnold water tan Cingular Arnold water ta	PC RESO 32-2003 ent shelter CUP-2003-16 ink and a 150 square foot equipment enclosure adiacent to the tanl PC Reso 32-2003 ik and a 360 square foot equipment enclosure adjacent CUP-2005-21 ink and a 520 square foot equipment enclosure adjacent
	antennas and equipments and equipmen	3820 Cagle St 5-foot monopine - additiona 5800 Boxer Rd isting water tower with ass 5800 Boxer Rd s on the outside of the 0.0 5800 Boxer Rd on the outside of the 0.0. 5800 Boxer Rd s on the outside of the 0.0.	al 12 panel anten Cricket sociated equipme T-Mobile Arnold water ta Sprint Arnold water tan Cingular Arnold water ta	PC RESO 32-2003 ent shelter CUP-2003-16 ink and a 150 square foot equipment enclosure adiacent to the tanl PC Reso 32-2003 ik and a 360 square foot equipment enclosure adjacent CUP-2005-21 ink and a 520 square foot equipment enclosure adjacent PC Reso 21-2002
	antennas and equipments and equipmen	3820 Cagle St 5-foot monopine - additional 5800 Boxer Rd isting water tower with ass 5800 Boxer Rd is on the outside of the 0.0 5800 Boxer Rd on the outside of the 0.0. 5800 Boxer Rd s on the outside of the 0.0. 152 W 33rd isting self storage within m	al 12 panel anter Cricket sociated equipme T-Mobile Arnold water ta Sprint Arnold water tan Cingular Arnold water ta Cricket eatching architect	PC RESO 32-2003 ent shelter CUP-2003-16 ent and a 150 square foot equipment enclosure adiacent to the tank PC Reso 32-2003 exist and a 360 square foot equipment enclosure adjacent CUP-2005-21 exist and a 520 square foot equipment enclosure adjacent PC Reso 21-2002 exist and projection with associated equipment
72	antennas and equipments and equipmen	3820 Cagle St 5-foot monopine - additional 5800 Boxer Rd isting water tower with ass 5800 Boxer Rd s on the outside of the 0.0 5800 Boxer Rd on the outside of the 0.0. 5800 Boxer Rd s on the outside of the 0.0. 152 W 33rd isting self storage within mediate of the 33rd	al 12 panel anter Cricket sociated equipme T-Mobile Arnold water ta Sprint Arnold water tan Cingular Arnold water ta Cricket satching architect	PC RESO 32-2003 ent shelter CUP-2003-16 ink and a 150 square foot equipment enclosure adiacent to the tank PC Reso 32-2003 ik and a 360 square foot equipment enclosure adjacent CUP-2005-21 ink and a 520 square foot equipment enclosure adjacent PC Reso 21-2002

Cricket PC Reso 05-2000				
555-053-17 700 NCB Cricket PC Reso 05-2000 3 antennas facade mounted to existina hotel with associated equipmen				
Metricom CUP-2000-4				
communication facility with equipment cabinet.				
Skytel CUP-2000-30				
-foot whip antenna, two 4x2-foot panel antennas, and one GPS antenna with tw	o indoor			
ity Blvd Nextel CUP-2006-15				
all atop existing car dealership with associated equipment				
Cricket 2007-14 CUP				
Las Palmas Park				
Sprint-Nextel CUP-2000-8				
palm and eauipment along with live palms.				
Cleawire 2009-22 CUP				
cations on industrial/ warehouse building. Each location will have 2 pannel ante	nnas.			
ed in building				
Dr Cleawire 2009-23 CUP				
eway Plaza commercial building hidden behind parapet wall. 6-foot tall equiptment	ant			
e mostly covered				
AT&T 2010-11 CUP				
560-151-20 142 E 16th AT&T 2010-11 CUP 6 panel antennas and RF transparent cupola atop National City Ministry Church, as well as a 330 sq ft				
equipment/storage/trash enclosure on the ground. The 8-foot tall Cupola will have a cross afixed to it in order to appea				
ve Plancom 2010-31 CUP				
561-271-01 2005 Highland Ave Plancom 2010-31 CUP 12 antenas on a 43-foot mono-palm on eastern property line				
T-Mobile CUP-2003-4				
nd Avenue office building				
Cingular CUP-2006-2				
561-271-01 2005 Highland Cingular CUP-2006-2 12 antennas on the roof of a Highland Avenue office building with new cupola to match existing				
P95-025				
uilding.				
563-062-17 2524 Prospect St AT&T ZAP99-028 35-foot monopalm with three sector directional antenna system and equipment cabinets.				
hts Lane AT&T ZAP00-133				
AT&T MUP91-026W2				
AT&T MUP91-026W2				

563-063-29 2563 Grove St	P91-026W	
Monopole located aside live palm trees.		



CITY OF NATIONAL CITY - PLANNING DEPARTMENT 1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

NOTICE OF PUBLIC HEARING

CONDITIONAL USE PERMIT FOR A
WIRELESS COMMUNICATIONS FACILITY
LOCATED AT 1320 HIGHLAND AVENUE.
CASE FILE NO.: 2015-24 CUP
APN: 560-410-03

The National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday, December 7, 2015**, in the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, California, on the proposed request. (Applicant:

Verizon Wireless)

The applicant proposes a new wireless telecommunications facility that includes 12 antennas on a 45-foot tall artificial pine tree within a 467 square-foot equipment compound. The area would contain associated operating equipment and a backup generator. The facility is a the rear of the lot, adjacent to Kimball Way.

Information is available for review at the City's Planning Department, Civic Center. Members of the public are invited to comment. Written comments should be received by the Planning Department on or before 12:00 p.m., **December 7, 2015**, who can be contacted at 619-336-4310 or <u>planning@nationalcityca.gov</u>

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

NATIONAL CITY PLANNING DEPARTMENT

BRAD RAULSTON
Executive Director



CITY OF NATIONAL CITY - DEVELOPMENT SERVICES DEPARTMENT 1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

NOTICE OF EXEMPTION

TO: County Clerk

County of San Diego

P.O. Box 1750

1600 Pacific Highway, Room 260

San Diego, CA 92112

Project Title:

2015-24 CUP

Project Location: APN: 560-410-03 behind 1320 Highland Avenue, National City, CA.

Contact Person: Martin Reeder

Telephone Number: (619) 336-4313

Description of Nature, Purpose and Beneficiaries of Project:

Conditional Use Permit for a wireless communications facility on a vacant commercial property adjacent to a developed commercial shopping center. The project will increase signal strength and service area for Verizon Wireless customers.

Applicant:

Verizon Wireless 15505 Sand Canyon Avenue Irvine, CA 92618 Telephone Number:

(760) 587-3003

Exempt Status:

Reasons why project is exempt:

There is no possibility that the proposed use will have a significant impact on the environment because the facility will be screened by a block wall and landscaping, and because all antennas will be screened by an artificial pine tree that will blend with area and proposed landscaping. The proposal is at the perimeter of the property, thus will not affect use of the property.

Date:

MARTIN REEDER, AICP Principal Planner

RESOLUTION NO. 2015-25.1

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT FOR A WIRELESS COMMUNICATIONS FACILITY LOCATED AT 1320 HIGHLAND AVENUE CASE FILE NO. 2015-24 CUP APN: 560-410-03

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for a wireless communications facility located at 1320 Highland Avenue at a duly advertised public hearing held on December 7, 2015, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2015-24 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,

WHEREAS, the action recited herein is found to be essential for the preservation of public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on December 7, 2015, support the following findings:

- That the proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because the use is allowable within the Major Mixed Use District zone pursuant to a Conditional Use Permit, the proposed facility meets the required telecommunication facility design guidelines, including the applicant making a good faith effort in achieving colocation, the facility providing the minimum distance requirement from habitable space, and the facility is sensitively designed to minimize visual impacts.
- That the proposed use is consistent with the General Plan and any applicable specific plans, because General Plan Policy E-3.3 encourages access to wireless internet connections, computers, and other forms of communication technology; the proposed telecommunications facility provides internet/cellular data as well as standard cellphone service capability. In addition, the proposed facility is a conditionally-permitted use in Major Mixed Use District zone.

- 3. That the design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because the 45-foot artificial pine tree and required landscaping will adequately screen the facility. Furthermore, the eight foot block wall and required landscaping will provide adequate screening of the equipment from adjacent properties. Future development is unlikely to be impacted because the only neighboring property likely to be developable is the same owner as the subject property.
- 4. That the site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, since the site is suitable for the proposed telecommunication facility because the use has no minimum lot size or density requirements, and the facility would only utilize 467 square-feet of the mostly level, 10,356 square-foot lot. Furthermore the lot has access from Kimball Way and access to all necessary utilities.
- 5. That granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed facility will not be highly visible because the 45-foot artificial pine tree and associated equipment will be adequately screened from adjacent properties.
- 6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act, because staff has determined the proposed use to be categorically exempt from environmental review pursuant to Class 3 Section 15303 (New Construction or Conversion of Small Structures), for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit.

BE IT FURTHER RESOLVED that the application for Conditional Use Permit is approved subject to the following conditions:

General

- 1. This Conditional Use Permit authorizes a wireless communications facility on a vacant parcel on Kimball Way identified by Assessor Parcel Number 560-410-03. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform with Exhibits A and B, Case File No. 2015-24 CUP, dated 10/5/2015). Any additional antennas or facilities must be in substantial conformance with the design for installation shown on these plans.
- 2. Before this Conditional Use Permit shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance

Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Department that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Executive Director prior to recordation.

- 3. Within four (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the County Clerk and submitted to the National City Planning Department.
- 4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in Section 18.12.040 of the Municipal Code.

Fire

- Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC) and National Fire Protection Association (NFPA).
- All required signage shall be designed and installed to the Fire Department's specifications.
- 7. The National City Fire Department shall be involved with all fire inspections for this site. Rough inspections are required for all phases of work.

Engineering

- 8. The Best Management Practices (BMPs) for the maintenance of the proposed construction shall be undertaken in accordance with the National Pollutant Discharge Elimination System (NPDES) regulations which may require a Storm Water Pollution Prevention Plan (SWPPP) for the project. If required, an approved SWPPP will be required prior to issuing of a construction permit.
- 9. All surface run-off shall be treated with an approved Standard Urban Runoff Mitigation Plan (SUSMP) Best Management Practice (BMP) for all Priority SUSMP projects. No runoff will be permitted to flow over the sidewalk. Adjacent properties shall be protected from surface run-off resulting from this development.
- 10. A permit shall be obtained from the Engineering Department for all improvement work within the public right-of-way, and any trading construction on private property.
- 11. Street improvements shall be in accordance with the City Standards. All missing street improvements shall be constructed. Abandoned driveway aprons shall be replaced with curb, gutter, and sidewalks.

- 12. Plans are incomplete. Plans submitted for permits must show the existing fire hydrant, and valves where the proposed 200 amperage electrical meter and pad are proposed.
- 13. The "no parking" zone (red curbing) provided along the property frontage shall be repainted.

Planning

- 14. All appropriate and required local, state and/or federal permits must be obtained prior to operation of the wireless communications facility.
- 15. Any equipment visible to the exterior of the facility, including cable chases/trays, shall be painted to match the surface on which it is mounted.
- 16. Landscape and irrigation plans must be submitted / approved with building permit plans. The plans must provide 36" box minimum pine trees and 15 gallon shrubs in a number sufficient to screen the facility as determined by the Planning Department.
- 17. The permittee shall not object to co-locating additional facilities of other communication companies and sharing the project site, provided such shared use does not result in substantial technical or quality-of-service impairment for the permitted use. In the event a dispute arises with regard to co-locating with other existing or potential users, the City may require a third party technical study at the expense of either or both the applicant and the complaining user. This condition in no way obligates the City to approve any co-location proposal if it is determined by the City not to be desirable in a specific case.
- 18. The applicant or operator shall be responsible for the removal and disposal of any antennas, equipment or facilities that are abandoned, decommissioned, or become obsolete within six (6) months of discontinuance.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of December 7, 2015, by the following vote:

AYES: Garcia, Yamane, Baca, Bush, Alvarado, Flores, Dela Paz

NAYS: None

ABSENT: None

ABSTAIN: None

CHAIRPERSON

The following page(s) contain the backup material for Agenda Item: An Ordinance of the City Council of the City of National City amending Titles 7 and 11 of the National City Municipal Code pertaining to recreational vehicles. (Neighborhood Services)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: February 16, 2016 AGENDA ITEM NO. **ITEM TITLE:** An Ordinance of the City Council of the City of National City amending Titles 7 and 11 of the National City Municipal Code pertaining to recreational vehicles. PREPARED BY: Armando Vergara **DEPARTMENT:** Neighborhood Services Department PHONE: (619) 336-4364 APPROVED BY: **EXPLANATION:** See attached staff report **FINANCIAL STATEMENT:** APPROVED: Finance ACCOUNT NO. APPROVED: MIS N/A **ENVIRONMENTAL REVIEW:** N/A ORDINANCE: INTRODUCTION: X **FINAL ADOPTION: STAFF RECOMMENDATION:** Introduce the Ordinance for first reading. **BOARD / COMMISSION RECOMMENDATION:** N/A **ATTACHMENTS:**

Staff Report
 Power Point

3. Ordinance of Introduction



City Council Staff Report

February 16, 2016

ITEM

Staff Report: An Ordinance of the City Council of the City of National City amending Titles 7 and 11 of the National City Municipal Code pertaining to recreational vehicles.

BACKGROUND

The need for an ordinance restricting the parking of recreational vehicles (motorhomes, boats, travel trailers, etc.) on city streets, highways, public way, alleys, or a public place has been discussed and researched by staff given an increase in calls for service. The increase of recreational vehicles parked on City streets has risen to a level detrimental to public health, safety and quality of life issues. With increased calls for service, recreation vehicles parked on city streets has negatively affected traffic safety and quality of life for those who live and work in National City.

Traffic safety impacts of recreational vehicles parked or stored on city streets include:

- impaired visibility of pedestrians for drivers
- Impaired access to driveways and cross traffic on narrow residential streets
- Impaired sight distance for drivers and pedestrians when recreational vehicles are parked close to an intersection or on a curve

Quality of life impacts of recreational vehicles parked or stored on city streets include:

- Illegal discharge of wastewater onto streets or the storm water system
- trash or litter by the recreational vehicle, reduced on-street parking for regular-sized vehicles for residents and business customers
- Blocked views of landscaping or other natural environmental features, and a sense of reduced security for nearby residents or business owners and patrons when the interior of a recreational vehicle parked or stored on a city street is hidden from view

Page 2

Staff Report - An Ordinance of the City Council of the City of National City amending Title 7 and 11 of the National City Municipal Code pertaining to recreational vehicles. February 16, 2016

With all of these growing impacts, cities throughout the state and locally in San Diego County have begun to pass ordinances to prohibit and restrict the regulations of recreational vehicles as it relates to parking. Currently the cities of Del Mar, El Cajon, San Diego, Solana Beach and most recently the City of Chula Vista all have parking regulations specific to prohibition or restrictions of recreational vehicles.

California Vehicle Code section 22507 authorizes local authorities, by resolution or by ordinance, to restrict the parking of certain vehicles on certain streets during all or certain hours of the day, including designating certain streets upon which preferential parking privileges are given to residents adjacent to streets for their use and enjoyment, under which residents are issued permits that exempt them from the parking restriction.

The restricting of parking or storing of recreational vehicles on city streets benefits and promotes the health, safety and general welfare of the community by preserving the residential character of neighborhoods and preserving the commercial character of business areas. These restrictions will also aid in reducing and preventing the illegal discharge of wastewater from recreational vehicles into our storm water systems, preventing the illegal disposal of trash on streets and or easements. Additional benefits as it relates to pedestrian and traffic safety include improving possible encroachment into travel and bike lanes, and enhanced visibility and sight distance for motorists, pedestrians and bicyclists. This would also improve access to driveways and on-street parking for residents and business patrons. As it relates to public safety, these restrictions would address neighborhood safety and security concerns.

PROPOSED ORDINANCE

To balance the needs of recreational vehicle owners while addressing the growing traffic, health, and safety concerns of the community, City staff has drafted an ordinance that would generally require recreational vehicle owners to acquire a permit to park on city streets. The proposed ordinance being presented to the City Council for adoption is for a city-wide restriction on the parking of recreational vehicles. This ordinance would restrict the parking of such vehicles on city streets, highways, alleys, public ways or public places, or public right of ways with certain specified exceptions like the issuance of a recreational vehicle permit or while a person is actively loading or unloading for a period not to exceed two hours.

Page 3

Staff Report – An Ordinance of the City Council of the City of National City amending Title 7 and 11 of the National City Municipal Code pertaining to recreational vehicles. February 16, 2016

The city permit process would allow a city resident or city property owner the ability to obtain an individual 24 hour permit to park a recreational vehicle on the street. The resident or owner may obtain, no more than 3 consecutive permits totaling a 72 hour period. This process also allows residents or property owners the ability to obtain permits for visiting guests as long as the recreational vehicle is parked in the same block as the address of the residence. No more than 6 permits can be obtained monthly and a total of 72 permits can be issued to any one address in a calendar year.

Allowing recreational vehicles to park on city streets for a two-hour period while being loaded or unloaded, or to park on a temporary basis with a permit, balances the needs of recreational vehicle owners in the city with other users of our public streets. This permitting process will also allow for city motel and hotels to allow guests to park recreational vehicles on public streets adjacent to their business if the vehicle cannot be accommodated on the business private property parking lot. The city will coordinate and issue hotel and motels reusable permits for these types of situations when applicable.

City permits will be available for purchase at City facilities designated by the City Manager and or may be available through the City's website. A fee would be charged for each permit with the permit fee cost to be determined and subject to approval by City Council.

If this proposed ordinance is approved, it would become effective and be in force on the 30th day after its final reading and after all required signage has been installed. Staff will develop and implement a public awareness plan which could include press releases, public notices in newspapers, notices to RV related businesses, and informational flyers and notices during an initial grace period.

ENFORCEMENT

Under the terms of the ordinance, restricted parking signs will need to be posted in order for the ordinance to become effective. Pursuant to California Vehicle Code section 22507, such a parking restriction shall not apply until signs or markings giving adequate notice thereof are placed; and a resolution or ordinance is adopted pursuant to this section which may contain provisions that are reasonable and necessary to ensure the effectiveness of the parking restriction.

Placement of signs will need to be coordinated and budgeted with the Engineering Public Works Department as placement of signs will be required at all main access points into

Page 4

Staff Report – An Ordinance of the City Council of the City of National City amending Title 7 and 11 of the National City Municipal Code pertaining to recreational vehicles. February 16, 2016

the city. For this ordinance to be most effective, a sound enforcement plan is essential. Enforcement efforts will be done by a combination of police officers, code conformance officers and parking regulation officers. A violation of this ordinance would be punishable as prescribed in Section 1.20.010, either as an infraction or a misdemeanor, which would be at the discretion of the City Attorney. As an alternative enforcement tool, a violation of this ordinance may also be punishable with an administrative citation or other civil or administrative remedy pursuant to Title 1 of the National City Municipal Code.

RECOMMENDATION

Amend Ordinance of the City Council of the City of National City amending Titles 7 and 11 of the National City Municipal Code pertaining to recreational vehicles.

FISCAL IMPACT

Implementation cost for this ordinance will be dependent on the cost factor for the purchase and installation of enforcement signs and the permitting process. Anticipated one-time implementation expenses should be recovered through permit and citation fees which should make the program cost neutral. However, we have not yet verified this presumption. Estimates for new signage and quantity have not been completed and will be dependent on ordinance approval.



Proposed RV Parking Ordinance

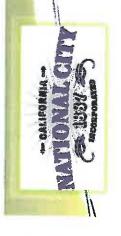
Neighborhood Services Department

February 16, 2016



Introduction

- The City has received complaints from residents and business owners regarding the parking of recreational vehicles on city streets.
 - Past City Council discussion on concerns related to RV parking.
- Goal: Provide parking regulation staff & law enforcement with more effective tools to enforce existing parking laws.
- Proposed ordinance to address:
- Public & Traffic Safety
- Parking and quality of life issues
- Environmental impacts illegal dumping and litter
- Community Preservation



The Issues

Parking/Quality of Life

- Vehicles illegally parked in front of homes and businesses for weeks or even months at a time
 - In violation of existing requirements to move every 72 hours
 - Occupying valuable parking spaces
- Blocking view corridors
- Limited access to driveways and alleys
 - Reduced visibility on narrow streets

Public Safetv/Environmental

- In many cases an occupant is living illegally in a vehicle
- Instances of individuals disposing debris, waste and black water on public streets and storm drains

Enforcement Challenges

Current enforcement tools are time consuming and unproductive (e.g. marking tires, making contact)



Recreational Vehicle Types

"Recreational Vehicles" includes, but is not limited to:

- Camp trailers (California Vehicle Code Section 242);
- Fifth-wheel travel trailers (California Vehicle Code Section 324);
 - House cars (California Vehicle Code Section 362);
- Trailer coaches (California Vehicle Code Section 635);
- Mobile homes (California Vehicle Code Section 396);
- Dune buggies and off-road or all-terrain vehicles and/or trailers; Boats and/or trailers, including jet skis and/or jet ski trailers;
- Trailers used for the transportation of equipment, vehicles or animals;
- Recreational vehicles (California Health & Safety Code Section 18010);
 - Folding camper trailers;
- Any other motorized or towed vehicle designed, maintained or used primarily for recreational purposes.



Existing National City Municipal Code (NCMC)

- NCMC 7.20.140 regulates parking of recreational vehicles on portions of private property.
- Vehicles must be currently registered or have a certificate of nonoperation by the Department of Motor Vehicles.
- No recreational vehicle can park within the front yard or the exterior side yard setbacks of residential property or on parkway or landscaped areas of public right of way.
- Recreational vehicle must be owned or registered to an occupant of a legal dwelling unit of a private parcel

RV parking is allowed in private parcels that are zoned and licensed for use as a recreational storage yard or repâir facility.



Municipal Code (NCMC)& California Vehicle Code (CVC) Existing National City

- NCMC 11.32.060 Vehicle storage on streets.
- No person who owns or has possession, custody or control of any vehicle shall park such vehicle on any street or alley for more than seventy-two consecutive hours.
- CVC 22651(K) Storage authority to impound vehicles in violation of seventy-two hours.
 - When a vehicle is parked or left standing upon a highway for 72 or more consecutive hours in violation of a local ordinance authorizing removal.



Impact to the Community

Parking or storing of motorized or towed recreational vehicles on the city streets can negatively affect traffic safety and quality of life for those who live and work in National City.

businesses' concerns related to parking and storing of recreational Currently, the NCMC does not address some of the residents' and vehicles in the community.





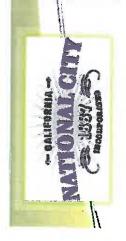














· Impaired sight distance for drivers, bicyclists, and pedestrians













Impaired sight distance for drivers at street outlets and intersections

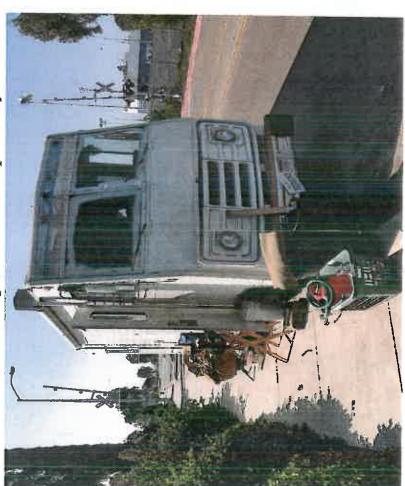






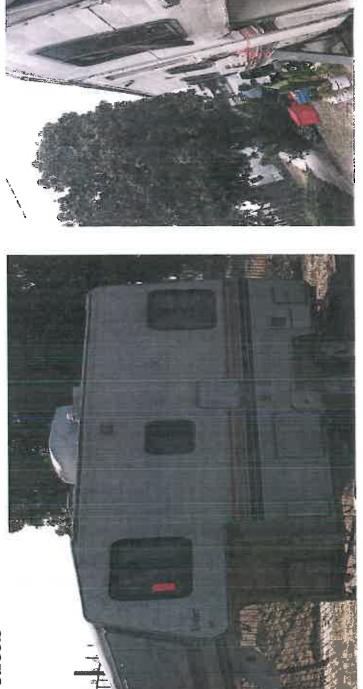
Placement of RV's on portions of the parkways or items left on sidewalks







Impaired access to driveways and cross traffic on narrow residential streets







Reduced travel lane width due to parked, wide recreational vehicles

















Health and Safety Issues



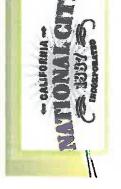


Health and Safety Issues

Illegal discharge of waste water onto streets or the storm water systems





















Health and Safety Issues

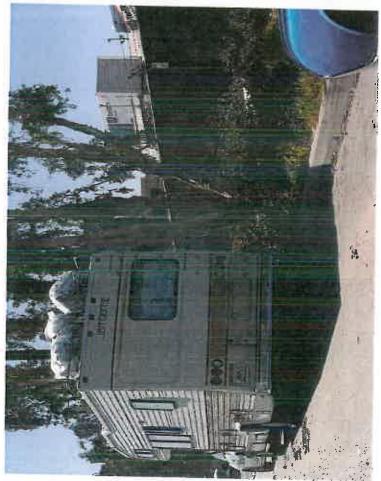
Parked RV's with covered windows create security concerns for nearby residents, business owners and patrons











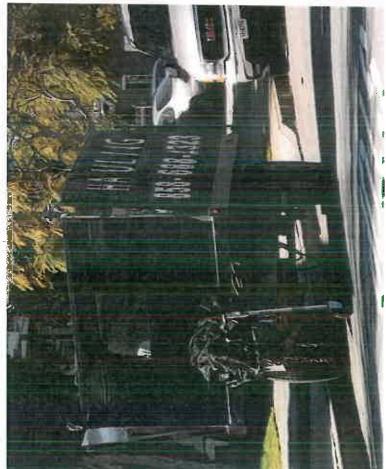
Reduced and blocked view of landscaping and other environmental features (Community Ambiance)













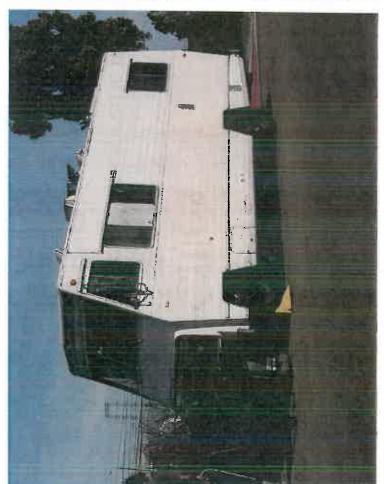






Illegal dumping of trash and litter







Other Cities

Cities with regulations specific to restricted parking of recreational vehicles

City of San Diego

Solana Beach

El Cajon

Del Mar

Carlsbad

Encinitas

Chula Vista (In Process with RV Ordinance)

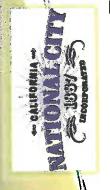


RV Parking on City Streets Benefits of Regulating

 Improves visibility and sight distance for motorists, bicyclists, and pedestrians Improves access to driveways and on-street parking for residents and business patrons

Prevents recreational vehicles from encroaching into the travel lanes

Reduces the likelihood of recreational vehicles that illegally discharge wastewater onto streets and into the storm water systems



RV Parking on City Streets, Cont. Benefits of Regulating

- Reduces likelihood of recreation vehicles illegally disposing of trash on streets, sidewalks and easements
- Preserves residential character of neighborhoods by increasing views of landscapes and natural environmental features in the community.
- Addresses safety concerns of residents, business owners and patrons related to neighborhood security and parking or storing recreational vehicles on City streets.



Proposed RV Ordinance

traffic, health, and safety concerns of the community, City staff drafted an ordinance that would generally require recreational vehicle owners to To balance the needs of recreational vehicle owners while addressing acquire a permit to park on City streets. * CVC Section 22507 authorizes local authorities, by resolution or by ordinance, hours of the day, including designating certain streets upon which preferential to restrict the parking of certain vehicles on certain streets during all or certain enjoyment, under which residents are issued permits that exempt them from parking privileges are given to residents adjacent to streets for their use and the parking restriction.



Proposed RV Ordinance

- place, except as otherwise allowed, in the City of National City except: whether motorized or not, whether attached to a motorized vehicle or not, at any time upon any highway, street, alley, public way or public No person shall park or leave standing any recreational vehicle,
- When the registered owner or lessor of a recreational vehicle is in possession of a valid city permit.
- While a person is actively loading or unloading a recreational vehicle for a period not to exceed two hours.



RV Parking Permit Process Proposed Ordinance

- governing the permit process and to issue a parking permit for the parking of a recreational vehicle on a public street or public place to any National City The City Manager has authority to adopt procedural rules and regulations resident, for the resident's use or for the use of a resident's guest, if:
- 1)A written application is made to the City Manager including the address of the resident
- 2)The appropriate fees are paid.
- 3) The City Manager or designee, determines that the parking of the recreational vehicle will not create a safety hazard



Proposed Permit Process, cont.

- be valid only within the same block of the resident's address, or upon a The permit shall state the address of the resident and the permit shall street adjacent to the resident's address, on either side of the street.
- The permit shall be displayed on the recreational vehicle in a manner determined by the City Manager.
- ownership or recreational vehicle use or control shall be demonstrated Proof of residency or tenancy and proof of recreational vehicle in a manner determined by the City Manager.



Proposed Ordinance RV Parking Permit

- The duration of the permit shall not exceed 24 hours.
- No more than 3 consecutive permits may be issued to any one address for any 72-hour period.
- No more than 72 permits may be issued relating to any one address in any one calendar year.
- No more than 6 permits can be issued relating to any one address per any calendar month,



Proposed Ordinance RV Permit Fee

- Permits will be available for purchase at City facilities designated by the City Manager, or if determined feasible by the City Manager permits may be available through the City's website.
- The permit fee shall be as set forth in the Master Fee Schedule of the City adopted by resolution of the City Council.
- The City Manager shall periodically recommend fees to the City Council reflecting an amount equal to, but not exceeding, the reasonable costs of program administration and sign installation and maintenance.



Proposed Ordinance RV Parking Enforcement

restrictions in the California Vehicle Code and National City Municipal Code. The permitted recreational vehicle shall be subject to all applicable parking

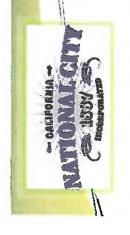
A violation of this ordinance would be punishable as prescribed in Section violation of this ordinance may also be punishable with an administrative 1.20.010, either as an infraction or a misdemeanor, which would be at the citation or other civil or administrative remedy pursuant to Title 1 of the discretion of the City Attorney. As an alternative enforcement tool, a National City Municipal Code.



Effective Date of Ordinance

This Ordinance would become effective and be in force on the 30th day after its final reading and after signage has been installed.

Enforcement could occur once the permit process is operational and public outreach is complete.



Recommendation

requiring recreational vehicles owners to acquire a permit to park City staff recommends that the City Council adopt the ordinance recreational vehicles on City streets.



Next Steps

Establish RV parking permit process through City Manager.

Create RV parking permit process through City website.

Establish and approve RV parking permit fee and penalty via resolution. Install Regulatory Signs at all major entrances into the City.

Develop and implement public awareness plan. The awareness plan could include some of the following elements:

Press releases

Public notices in newspapers

Notices sent to RV related businesses (RV Parks, Marina, etc.)

Additional signage

Utility bill inserts

Flyers to post on RVs during an initial grace period

Questions



ORDINANCE NO. 2016 -

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING TITLES 7 AND 11 OF THE NATIONAL CITY MUNICIPAL CODE PERTAINING TO RECREATIONAL VEHICLES

WHEREAS, the parking or storing of motorhomes, boats, travel trailers and other recreational vehicles, whether motorized or towed, on city streets can negatively affect traffic safety and quality of life for those who live and work in National City; and

WHEREAS, traffic safety impacts of recreational vehicles ("RV") parked or stored on city streets include impaired visibility of pedestrians for drivers, impaired access to driveways and cross traffic on narrow residential streets, and impaired sight distance for drivers and pedestrians if the recreational vehicle is parked close to an intersection or on a curve; and

WHEREAS, the City has received numerous complaints about RVs being parked and illegally stored, RV's blocking street views and access, and RV discharge runoff issues; and

WHEREAS, the quality-of-life impacts of recreational vehicles parked or stored on National City streets include illegal discharge of wastewater onto streets or the storm water system, trash or litter by the recreational vehicle, reduced on-street parking for regular-sized vehicles for residents and business customers, blocked views of landscaping or other natural environmental features, and a sense of reduced security for nearby residents or business owners and patrons if the interior of a recreational vehicle parked or stored on a city street is hidden from view; and

WHEREAS, allowing recreational vehicles to park on city streets while being loaded or unloaded, or to park on a temporary basis with a permit, balances the needs of recreational vehicle owners in the city with other users of public streets; and

WHEREAS, California Vehicle Code section 22507 authorizes local authorities, by resolution or by ordinance, to restrict the parking of certain vehicles on certain streets during all or certain hours of the day, including designating certain streets upon which preferential parking privileges are given to residents adjacent to streets for their use and enjoyment, under which residents are issued permits that exempt them from the parking restriction; and

WHEREAS, pursuant to California Vehicle Code section 22507, such a parking restriction shall not apply until signs or makings giving adequate notice thereof are placed; and

WHEREAS, pursuant to California Vehicle Code section 22507, a resolution or ordinance adopted pursuant to this section may contain provisions that are reasonable and necessary to ensure the effectiveness of the parking restriction; and

WHEREAS, prohibiting the parking or storing of recreational vehicles on city streets promotes the health, safety and general welfare of the community by preserving the residential character of neighborhoods, preserving the commercial character of business areas, preventing the illegal discharge of wastewater from recreational vehicles into storm water systems, preventing the illegal disposal of trash on streets or easements, and preventing traffic

safety problems associated with recreational vehicles parking or being stored on city streets, such as impaired visibility for drivers and pedestrians or impaired access to driveways.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of National City as follows:

Section 1. Title 7 of the National City Municipal Code is amended by amending the Table of Contents of Chapter 7.20 to read as follows:

Chapter 7.20

OUTDOOR ACTIVITIES

Sections:

 7.20.020 Billposting. 7.20.030 Charitable organization collection stations. 7.20.010 Applying graffiti. 7.20.010 Discharges of water into ground or into storm drains—Prohibited. 7.20.010 Harbor regulations. 7.20.010 Itinerant vendors, peddlers, and solicitors. 7.20.080 Occupying a recreational vehicle—Restricted. 7.20.090 (Reserved) 7.20.100 Off-road vehicles. 7.20.110 Removal of traffic obstructions. 7.20.120 (Reserved) 7.20.130 Repairing and washing of vehicles on residential property—Restricted. 7.20.140 Storage of inoperative or unlicensed vehicles, recreational vehicles and boats on private property, or parking on landscaped setback—Restricted. 7.20.150 Use of tarpaulins—Prohibited. 	7.20.010	Definitions.
 7.20.010 Applying graffiti. 7.20.010 Discharges of water into ground or into storm drains—Prohibited. 7.20.010 Harbor regulations. 7.20.010 Itinerant vendors, peddlers, and solicitors. 7.20.080 Occupying a recreational vehicle—Restricted. 7.20.090 (Reserved) 7.20.100 Off-road vehicles. 7.20.110 Removal of traffic obstructions. 7.20.120 (Reserved) 7.20.130 Repairing and washing of vehicles on residential property—Restricted. 7.20.140 Storage of inoperative or unlicensed vehicles, recreational vehicles and boats on private property, or parking on landscaped setback—Restricted. 	7.20.020	Billposting.
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 7.20.090 (Reserved) 7.20.100 Off-road vehicles. 7.20.110 Removal of traffic obstructions. 7.20.120 (Reserved) 7.20.130 Repairing and washing of vehicles on residential property—Restricted. 7.20.140 Storage of inoperative or unlicensed vehicles, recreational vehicles and boats on private property, or parking on landscaped setback—Restricted. 	7.20.010	Itinerant vendors, peddlers, and solicitors.
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 7.20.110 Removal of traffic obstructions. 7.20.120 (Reserved) 7.20.130 Repairing and washing of vehicles on residential property—Restricted. 7.20.140 Storage of inoperative or unlicensed vehicles, recreational vehicles and boats on private property, or parking on landscaped setback—Restricted. 	7.20.090	(Reserved)
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7.20.140 Storage of inoperative or unlicensed vehicles, recreational vehicles and boats on private property, or parking on landscaped setback—Restricted.	7.20.120	(Reserved)
boats on private property, or parking on landscaped setback—Restricted.	7.20.130	Repairing and washing of vehicles on residential property—Restricted.
7.20.150 Use of tarpaulins—Prohibited.	7.20.140	Storage of inoperative or unlicensed vehicles, recreational vehicles and boats on private property, or parking on landscaped setback—Restricted.
	7.20.150	Use of tarpaulins—Prohibited.

Section 2. That Chapter 7.20 is amended by amending Section 7.20.080 to read as follows:

7.20.080 Occupying a recreational vehicle—Restricted.

- A. It is unlawful to occupy a recreational vehicle, as defined in Title 11 of this Code, for more than ten consecutive minutes between the hours of 2:00 a.m. and 6:00 a.m. while that vehicle is parked on a street or on public or private property, except when that vehicle is parked within a lawfully permitted mobile home park or campground, or except when actively loading or unloading a recreational vehicle for a period not to exceed two hours as permitted under Section 11.32.366 (b)(1). To occupy means to be physically present within the recreational vehicle for more than ten consecutive minutes.
- B. It is unlawful to attach or hookup a recreational vehicle to a utility service providing gas, water, sewage, telephone or cable TV, or any combination, at any time, except in a lawfully permitted mobile home park or campground.

- C. It is unlawful to hookup or attach a recreational vehicle to a utility service providing electricity, except where that connection is made to a battery recharging device for a period not to exceed twenty-four (24) hours for the purpose of recharging the vehicle's battery, and for no other purpose.
- Section 3. Title 7 of the National City Municipal Code is amended by amending Section 7.20.140 to read as follows:
- <u>7.20.140</u> Storage of inoperative or unlicensed vehicles, recreational vehicles and boats on private property, or parking on landscaped setback—Restricted.
- A. Notwithstanding the provisions of Title 18, it is unlawful to park, repair, or store any vehicle within or upon any unpaved portion of any public or private property. This section shall not be construed to prohibit the washing of a vehicle upon an unpaved portion of private property, provided that no liquids used in the washing shall drain onto a public street, with the exception of potable water.
- B. It is unlawful to repair, store, or wash any vehicle within or upon any paved or unpaved portion of public property, or to park a vehicle except in an area designated for parking.
- C. Except in paved areas or driveways specifically designed for parking, it is unlawful to park any vehicle, including a recreational vehicle or boat trailer, within the front yard or the exterior side yard setbacks of private residential property, or on the parkway or landscape area of the public right of way.
- D. It is unlawful to park or store an unlicensed vehicle, any vehicle lacking current or valid registration plates or tags, any junked, wrecked, abandoned or inoperable vehicle, or any vehicle for which a certificate of nonoperation has been issued by the department of motor vehicles on residential property, except within a fully enclosed garage or building or behind a solid fence where it is not visible from the street or other public or private property. Any vehicle that is leaking fuel, oil, or transmission fluid shall not be parked on a public street, or on private property except within a garage or under a covered parking area.
 - E. It is unlawful to park or store any recreational vehicle or boat trailer:
- 1. On a residential parcel unless that recreational vehicle or boat trailer is owned by and registered to an occupant of a legal dwelling unit on the same parcel; or
- 2. On any other parcel unless the parcel is zoned and licensed for use as a recreational vehicle storage yard or repair facility.
- F. Any vehicle, including a recreational vehicle or boat trailer, parked, or stored in violation of this Section 7.20.140 is declared to be a public nuisance, and is subject to abatement and removal in accordance with Chapters 1.44 and 11.48. Citations for violations of this Section shall not be issued until twenty-four (24) hours have elapsed after the placement of a notice of warning upon the offending vehicle or the concerned property when access to the vehicle is denied. Any vehicle lacking valid registration or subject to a certificate of non-operation that visually appears operable shall first be subject to administrative citation under Chapter 1.44 as a means of abatement before resort to Chapter 11.48 when initial abatement efforts are unsuccessful.
- Section 4. Chapter 11.04 of the National City Municipal Code is amended by amending the Table of Contents to read as follows:

Chapter 11.04

DEFINITIONS

Sections:

11.04.010	Definitions—Generally.
11.04.020	Alley.
11.04.030	California Maintenance Manual.
11.04.040	Central traffic district.
11.04.050	City council.
11.04.060	Holiday.
11.04.070	Loading zone.
11.04.080	Official time standard.
11.04.090	Official traffic control device.
11.04.100	Official traffic signal.
11.04.110	Park.
11.04.120	Parkway.
11.04.130	Passenger loading zone.
11.04.140	Pedestrian.
11.04.150	Person.
11.04.160	Police officer.
11.04.165	Recreational vehicle.
11.04.170	Secondary traffic district.
11.04.180	Stop.
11.04.190	Traffic.
11.04.200	Oversized vehicle or load.

Section 5. Title 11 of the National City Municipal Code is amended by adding new section 11.04.165 to read as follows:

11.04.165 Recreational vehicle. "Recreational Vehicle" means any camp trailer, camper, fifth-wheel travel trailer, trailer coach, or house car as defined in California Vehicle Code sections 242, 243, 324, 362, 396, 635, recreational vehicle as defined in California Health and Safety Code section 18010, or boat or boat on a trailer, regardless of whether the boat or boat on a trailer is attached to a motor vehicle or carrier trailer as defined in California Vehicle Code 14.005.

Section 6. Chapter 11.32 of the National City Municipal Code is amended by amending the Table of Contents to read as follows:

Chapter 11.32

STOPPING, STANDING, AND PARKING

Sections:

11.32.010	Stop sign—Erection—Authority.
11.32.020	Stop sign—Obedience required.
11.32.030	Emerging from alley or private driveway.
11.32.040	Regulations—Applicability.
11.32.050	Parkways—Stopping in prohibited.
11.32.060	Vehicle storage on streets.
11.32.070	Violation of restricted hours—Vehicle removal.
11.32.080	Storage or repair of vehicles prohibited.
11.32.090	Parking parallel—Curb.
11.32.100	Angle loading—Permit.
11.32.101	Angle parking zones.
11.32.110	Near schools.
11.32.120	Narrow streets.
11.32.130	Hills.
11.32.140	Stopping or parking prohibited—Signs required.
11.32.150	Unlawful parking—Vending by vehicle.
11.32.160	Emergency parking signs.
11.32.170	Curb parking—Right-of-way.
11.32.180	Loading zone—Authority—Designation.
11.32.190	Curb markings.
11.32.200	Loading permitted—Effect.
11.32.210	Loading zone—Restrictions—Generally.
11.32.220	Loading zone—Passenger—Restrictions.
11.32.230	Alley—Restrictions.
11.32.240	Bus zones.
11.32.250	Taxi stands.
11.32.260	Time limit—Central traffic district.
11.32.270	Time limits—Other districts.
11.32.280	Time limits—Secondary traffic district.
11.32.290	Prohibited hours.
11.32.300	Absolutely prohibited.
11.32.310	Temporary parking restrictions and time limit—Generally
11.32.320	Signs—Authorization.
11.32.330	Valet parking—Permits.
11.32.340	Valet parking—Defined.

- 11.32.350 Valet parking—Spaces designated.
- 11.32.360 Heavy-duty commercial vehicles—Parking restrictions in all residential districts and east of National City Boulevard.
- 11.32.365 Unattended heavy-duty detached trailers—Parking restrictions in commercial and industrial districts.
- 11.32.366 Parking recreational vehicles on city streets—Restricted.
- 11.32.370 Public parks.
- 11.32.371 Public property.
- 11.32.380 Parking or obstruction of fire lane prohibited—Towing authorized.
- 11.32.390 Unauthorized parking in reserved parking spaces prohibited.
- 11.32.400 Parking violation—Penalties.
- Section 7. Title 11 of the National City Municipal Code is amended by amending paragraph C of Section 11.32.360 to read as follows:

<u>11.32.360</u> Heavy-duty commercial vehicles—Parking restrictions in all residential districts and east of National City Boulevard.

C. For the purpose of this section, "heavy-duty commercial vehicle" means a single vehicle or combination of vehicles having more than two axles or weighing more than ten thousand pounds GVWR (gross vehicle weight rating), a single vehicle or combination of vehicles twenty feet or more in length, or a single vehicle or combination of vehicles six feet, eight inches or more in width, including dump trucks, moving vans, tractors, pole or pipe dollies, trailers and detached trailers or detached flatbed trailers. It shall not include a recreational vehicle.

Section 8. Title 11 of the National City Municipal Code is amended by adding new section 11.32.366 to read as follows:

11.32.366 Parking recreational vehicles on city streets-Restricted.

- A. The city council finds that the increase in the number of recreational vehicles parked on city streets, highways, alleys, public ways or public places, or public right of ways has a detrimental effect on the public health, safety, and welfare of the residents and negatively affects the quality of life in the city. The purpose and intent of the city council is to establish a process to allow a city resident to park the recreational vehicle on a city street for a limited period of time.
- B. No person shall park or leave standing any recreational vehicle, whether motorized or not, whether attached to motorized vehicle or not, at any time upon any highway, street, alley, public way, or public place, except as otherwise allowed, in the City of National City except:
- 1. While a person is actively loading or unloading a recreational vehicle for a period not to exceed two hours; or
- 2. When the registered owner or lessor of a recreational vehicle is in possession of a permit issued pursuant to Section 11.32.366.C.

- C. For the purpose of this section, "recreational vehicle" shall include, but is not limited to the following:
 - Camp trailers (California Vehicle Code Section 242);
 - 2. Fifth-wheel travel trailers (California Vehicle Code Section 324);
 - 3. House cars (California Vehicle Code Section 362);
 - 4. Trailer coaches (California Vehicle Code Section 635);
 - 5. Mobile homes (California Vehicle Code Section 396);
 - 6. Boats and/or trailers, including jet skis and/or jet ski trailers;
 - 7. Dune buggies and off-road or all-terrain vehicles and/or trailers;
 - 8. Trailers used for the transportation of equipment, vehicles, or animals;
 - 9. Recreational vehicles (California Health & Safety Code Section 18010);
 - 10. Folding camper trailers;
- 11. Any other motorized or towed vehicle designed, maintained or used primarily for recreational purposes.
 - D. Temporary Parking Permit Process
- 1. The City Manager, or designee, has the authority to adopt rules and regulations governing the permit process, and to issue permits for the parking of a recreational vehicle on a street if:
- a. a written application is made to the City Manager on a form established by the City Manager, or designee;
 - b. the fees described in Section 11.32.366.F are paid; and
- c. the City Manager, or designee, determines that the parking of the recreational vehicle will not create a safety hazard.
 - 2. The permit shall be issued to a city resident or city property owner.
- 3. The permit shall include the name and address of the city resident or the city property owner, the license plate number of the recreational vehicle, the date of issuance, and the date(s) that the permit is valid.
- 4. The permit shall be valid only within the same block of the resident's or property owners' address, or upon a street adjacent to the resident's address, on either side of the street.
 - 5. The permit shall be valid for no longer than twenty-four hours.
- 6. A city resident or city property owner may obtain no more than three permits at one time for a period of no longer than seventy-two consecutive hours.
- 7. A city resident or city property owner may not obtain more than six permits in any calendar month. A city resident or city property owner may not obtain more than seventy-two permits in any calendar year.
- 8. There shall be three days between the expiration of a permit, or if a city resident or city property owner obtained two or three permits at one time the expiration of the second or third permit, and the issuance of another permit to the same city resident or city property owner.
- 9. The city resident or city property owner shall display the permit in the recreational vehicle in such a manner that it is clearly visible to city enforcement officers.
- 10. The permitted recreational vehicle shall be subject to all applicable parking restrictions of the National City Municipal Code and the California Vehicle Code.
- 11. A city resident or city property owner in possession of a permit must comply with all state and local laws, including posted parking restrictions.

- 12. The fee for obtaining a permit shall be established by resolution of the city council. The fee shall be included in the city's fee schedule.
 - E. Any person violating this Section is punishable as prescribed in Section 1.20.010.
- F. As an alternative to Subsection E., a violation of any provision of this Section may be punishable with an administrative citation or other civil or administrative remedy pursuant to Title 1 of the National City Municipal Code.

Section 9. Severability. The city council declares that the judicial invalidity of any subsection or portion of this chapter shall not affect the validity of any other remaining section or portion; that the city council would have adopted each of those remaining portions, notwithstanding any later declared invalidity. If any provision determined invalid under the preceding sentence can either be judicially severed or interpreted in a way that could harmonize it with the remaining provisions, then it may be severed or interpreted and applied so as to give full purpose, meaning, and effect to the remaining provisions of this chapter.

	PASSED and ADOPTED this	day of	, 2016.
		Ron Morris	on, Mayor
ATTEST:			
Michael R. D	Dalla, City Clerk		
APPROVED	AS TO FORM:		
Claudia Gac City Attorney			

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit - "Ragnar Relay SoCal 2016" running relay race sponsored by Ragnar Events LLC in partnership with the Orange County Child Abuse Prevention Center on April 2, 2016 from 9 a.m. to 6 p.m. with no waiver of fees. (Neighborhood Services)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE:

February 16, 2016

AGENDA ITEM NO.

DEPARTMENT: Neighborhood Services Department

ITEM TITLE:

Temporary Use Permit – "Ragnar Relay SoCal 2016" running relay race sponsored by Ragnar Events LLC in partnership with the Orange County Child Abuse Prevention Center on April 2, 2016 from 9 a.m. to 6 p.m. with no waiver of fees.

PREPARED BY: Dionisia Trejo

PHONE: (619) 336-4255 APPROVED BY:

EXPLANATION:

This is a request from Ragnar Events LLC to conduct the Ragnar Relay SoCal 2016 running relay on April 2, 2016. This is an overnight 200-mile running relay starting from Huntington Beach, California going through several cities to end in Coronado, California at Silver Strand State Beach Park.

Runners are anticipated to enter National City between the hours of 9 a.m. to 6 p.m. heading southbound from San Diego thru National City into Chula Vista. Runners will typically run on sidewalks, crosswalks, bike lanes, and shoulders and will obey all traffic laws and rules of the road. During the relay, each team member will run three legs total, exchanging the baton at designated exchange points of the 36 legs of the course. Within National City, there will be one exchange point with the race course entering the city at Harbor Drive & Civic Center Drive going south onto Tidelands Avenue, then westbound onto W. 32nd Street and going south onto Bayshore Bikeway exiting the City. No public access closures are being requested and applicant will post appropriate signage for runners to follow with first-aid stations at each exchange.

The last time this event was processed and approved was in 2011 and 2012 with no waiver of fees.

FINANCIAL STATEMENT:	APPROVED:	Finance	
ACCOUNT NO.	APPROVED:	MIS	
City fee for processing the TUP through various City departments, \$237.00. Total fees: \$237.00			
ENVIRONMENTAL REVIEW: N/A ORDINANCE: INTRODUCTION: FINAL ADOPTION:			
STAFF RECOMMENDATION: Approve the application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees.			

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Application for a Temporary Use Permit with recommended approvals and conditions of approval.

RECEIVED

JAN 1 2 2016

Neighborhood Services Department Oily of National City

Chicago Australia particular

Type of Event: Public Concert Parade Demonstration Motion Picture Grand Opening Festival Circus Block Party
Event Title: Ragnar Relay SoCal 2016
Event Location: City Sidewalks
Event Date(s): From 4/2/16 to 4/2/16
Actual Event Hours: 9:00 AM to 6:00 PM
Total Anticipated Attendance: 3,900 (675 Participants 3,225 Spectators)
Setup/assembly/construction Date: 4/2/16 Start time: 5:00 AM
Please describe the scope of your setup/assembly work (specific details): We will be dropping off directional signage for the runners. Signs will be on standard delineator cones.
Dismantle Date: 4/2/16 Completion Time: 8:00 PM
List any street(s) requiring closure as a result of this event. Include street name(s), day and time of closing and day and time of reopening.
None. We will only be running on open sidewalks and on shoulders. No street closures will be required.
See included materials for route information.
Sponsoring Organization: Ragnar Events, LLC/ Orange County Child Abu
Chief Officer of Organization (Name) Corissa Taylor
Applicant (Name): Ameena Khan
Address: 12 South 400 West, 2nd Floor Salt Lake City, UT 84101
Daytime Phone: (801) 499-5024 Evening Phone: (801) 708-6502 Fax: (801) 499-5023 E-Mail: ameena@ragnarrelay.com
Contact Person "on site" day of the event: Ameena Khan Celiular: (801) 708-8502
NOTE: THIS PERSON MUST BE IN ATTENDANCE FOR THE DURATION OF THE EVENT AND IMMEDIATELY AVAILABLE TO CITY OFFICIALS

Is your organization a "Tax Exempt, nonprofit" organization? Are admission, entry, vendor or participant fees required? If YES, please explain the purpose and provide amount(s): \$146/participant. Covers operational costs, Orange County Child Abuse Prevention Center donation \$900,000 Estimated Gross Receipts including ticket, product and sponsorship sales from this event. \$500,000 Estimated Expenses for this event. \$20,000 What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event? Please provide a **DETAILED DESCRIPTION** of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides or any other pertinent information about the event. Please see supplemental information packet included with application. YES NO If the event involves the sale of cars, will the cars come exclusively from National City car dealers? If NO, list any additional dealers involved in the sale: YES NO Does the event involve the sale or use of alcoholic beverages? NO Will items or services be sold at the event? If yes, please describe:

YES NO Does the event involve a moving route of any kind along streets, sidewalks or highways? If YES, attach a detailed map of your proposed route indicate the direction of travel, and provide a written narrative to explain your route.
YES NO Does the event involve a fixed venue site? If YES, attach a detailed site map showing all streets impacted by the event.
YES NO Does the event involve the use of tents or canopies? If YES: Number of tent/canopies Sizes NOTE: A separate Fire Department permit is required for tents or canopies.
YES NO Will the event involve the use of the <u>City</u> or your stage or PA system?
In addition to the route map required above, please attach a diagram showing the overall layout and set-up locations for the following items:
Alcoholic and Nonalcoholic Concession and/or Beer Garden areas. Food Concession and/or Food Preparation areas. Please describe how food will be served at the event:
If you intend to cook food in the event area please specify the method: GASCHARCOAL OTHER (Specify):
Portable and/or Permanent Toilet Facilities Number of portable toilets: (1 for every 250 people is required, unless the applicant can show that there are facilities in the immediate area available to the public during the event) Tables # and Chairs #
Fencing, barriers and/or barricades Generator locations and/or source of electricity Canopies or tent locations (include tent/canopy dimensions)
Booths, exhibits, dispiays or enclosures Scaffolding, bleachers, platforms, stages, grandstands or related structures Vehicles and/or trailers
Other related event components not covered above Trash containers and dumpsters
(Note: You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition.) Number of trash cans: Trash containers with ilds:
Describe your plan for clean-up and removal of waste and garbage during and after the event: Volunteers and staff will be following closely behing runners and will be responsible for removal of all trash.

Please describe your procedures for both Crowd Control and Internal Security: None.
YES NO Have you hired any Professional Security organization to handle security arrangements for this event? If YES, please list:
Security Organization:
Security Organization Address:
Security Director (Name):Phone:
YES NO Is this a night event? If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators:
Please indicate what arrangement you have made for providing First Aid Staffing and Equipment. EMTs will be available at Torrey Pines Glider Port and Silver Strand State Beach.
All teams and staff are provided with the address and contact information for nearest hospitals.
Please describe your Accessibility Plan for access at your event by individuals with disabilities: We work closely with all participants with disabilities to ensure they are provided with the safest routes
Please provide a detailed description of your PARKING plan: None neessary. There is not an exchange point in National City.
Please describe your plan for DISABLED PARKING: N/A
Please describe your plans to notify all residents, businesses and churches impacted by the event:
We will not be passing through residential areas. We are happy to contact local businesses impact with letters.

manganasang agam sagasang sagasan sagasan bangsah na pagasan ang mga ban

NOTE: Neighborhood residents must be notified 72 hours in advance when events are scheduled in the City parks.



YES V NO	ES NO Are there any musical entertainment features related to your event? If YES,	
	please state the number of stages, number of bands and type of music. Number	
	of Stages: Number of Bands:	
	Type of Music:	
YES NO	Will sound amplification be used? If YES, please Indicate:	
Start time:	AM Finish Time PM	
	Will sound checks be conducted prior to the event? If YES, please indicate:	
Start	time:PM Finish TimePM	
	Please describe the sound equipment that will be used for your event:	
YES NO	Fireworks, rockets, or other pyrotechnics? If YES, please describe:	
YESN	O Any signs, banners, decorations, special lighting? If YES, please describe: Signage on delineator cones will be placed when runners	
	need to change directions. See attached packet.	
	The state of the s	

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit.

Organization Ragnar Events, LLC/ Orange County Child Abuse Prevention Center	
Person in Charge of Activity Ameena Khan	
Address 12 S 400 W 2nd Floor Salt Lake City, UT 84101	
Telephone (801) 706-8502 Date(s) of Use 4/2/2016	

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorney fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant Official Title Date Ance Director	1/5/16
For Office Use Only	4/0/40
Certificate of Insurance Approved	Date 4/2/16

RE: Special Event Additional Information - Ragnar Relay So Cal 2016

Dear City of National City,

Attached please find the completed application for a temporary special events permit as issued by the City of National City. Additionally, this document contains all appropriate maps and venue layouts, general information on the race format, and important dates and times. This information is to supplement the aforementioned special events application for the Ragnar Relay So Cal 2016 race benefiting the Orange County Child Abuse Prevention Center.

included information:

- A. Event Description
- B. Proposed Beginning and End Times
- C. Proposed Route Through the City
- D. Safety, Emergencies, and First Aid
- E. Traffic Impact and Traffic Control
- F. Insurance
- G. Signage

We believe in providing a quality event that is safe and fun for participants and all involved. I look forward to working with you on this year's event.

Please contact me regarding any questions you may have. Best Regards,

Ameena

Ameena Khan | Race Director

Ragnar Relay Series | Ragnar Events, LLC

12 South 400 West | 2nd Floor | Salt Lake City, UT 84101 P 801.499.5024 | F 801.499.5023 | C 801.706.8502

ameena@ragnarrelay.com | www.ragnarrelay.com



A. Event Description

The Ragnar Relay So Cal is an overnight 200-mile running relay from Huntington Beach, CA to Coronado Island, CA on April 1-2, 2016. The race is run by teams consisting of 12 runners. Each team member will run three legs total. Relay legs typically range between 3-8 miles and vary in difficulty.

Each team is responsible for providing two support vehicles with six runners in each vehicle. The first vehicle will drop off the first runner at the start and then proceed to the first exchange point. At the first exchange the vehicle will drop off the second runner and pick up the first runner when that runner's leg is complete. Teams will repeat this pattern for six legs until they hand off to their second vehicle. This leapfrogging pattern will continue all the way to the finish line in San Diego.

The event is sponsored and managed by Ragnar Events LLC. Ragnar Events presented its first event, the Ragnar Relay Wasatch Back, in Utah in 2004. To date, Ragnar Events has presented over 50 events in 20 states (the courses for some events running through more than one state). The Ragnar Relay Series, now consisting of 18 events, is the largest series of overnight relays in the world. For more information please visit our website at www.ragnarrelay.com.

These overnight relays benefit both participants and the communities where they are presented. Participants have been unfailingly enthusiastic about their experiences. There are always a wide variety of human interest stories associated with these events. These range from the experienced runner finding special meaning through participation in a running event as a member of a team; to the first-time runner who participates at the urging of a friend and discovers previously unknown abilities and a love for running; to families, businesses, old friends and other groups who enhance their relationships as they individually and collectively test their limits; to teams who simply run for a cause, whether in honor of a deceased friend or relative, or to raise money for local charities or another charity of special importance to the team.

Ragnar is excited to partner with the Orange County Child Abuse Prevention Center. Through the official charity partnership, the Orange County Child Abuse Prevention center will be the recipient of a monetary donation as well as fundraising efforts on behalf of our teams. OCCAPC will also be providing volunteers on the course that will help raise money for their cause. In addition to the Center, Ragnar will also be partnering with other organizations and schools along the course to better the communities that we run through.



B. Proposed beginning and ending times and dates of the So Cal Event:

April 2, 2016

Runners are anticipated within the City of National City between the hours of 9:00 AM and 6:00 PM on Saturday April 2, 2016. There will be 675 teams total with 1 runner per team on the road at any given time. We will be setting up the course continually as early as six hours ahead of our first runner, and cleaning up following the last runner as late as two hours after they pass through each jurisdiction.

C. Runner Route Details



Turn by turn: Enter the City of National City running against traffic on Harbor Drive, turn right onto Civic Center Drive running against traffic on sidewalk, Civic Center Drive becomes Tidelands Avenue, turn left onto W 32nd Street to run with traffic on sidewalk, continue straight onto Bayshore Bikeway, stay on Bayshore Bikeway, Exit the City of National City



D. Safety, Emergencies and First Aid

Runner safety is our foremost concern. All teams are provided a Race Bible that includes a detailed course description and event rules. All runners sign waivers where they acknowledge that the course includes areas where there may be traffic congestion and that they must obey race rules, which require observance of all applicable traffic rules and regulations.

Each team must have at least six reflective vests and two flashlights. These must be presented at the time that the team checks in. Runners starting their legs after 6:30pm and before 6:00am must be wearing a reflective vest, tail/butt light and holding a flashlight or headlamp. Additionally, any team-member spectator must wear a reflective vest during these hours when outside their vehicle on public roads. Runners are required to obey all traffic laws and we instruct them to use the sidewalk when available.

Runners are also told to call Ragnar for any concerns of problems out on the course. There is a phone number that connects participants to the Race Command of the race. They will call if they have a lost runner, a moved sign, or general question about the course. In case of emergency all runners and staff will call 911. Then contact our Race Command number (661-RAGNAR1) to let race staff know of the emergency.

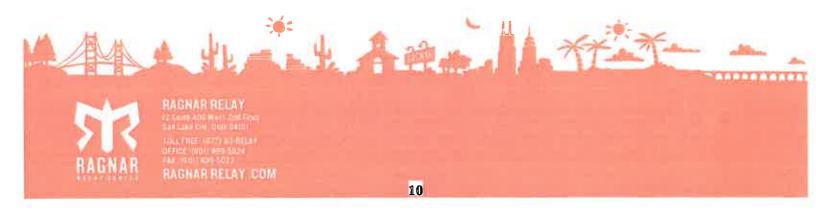
We have 10-12 Ragnar Staff and trained Volunteers on the course at all times monitoring the course. Each person is trained on Ragnar Safety and emergency procedures. They are also trained on the access points of any trail systems that may be used.

First Aid

A first-aid station and first-aid staff will be located at each major exchange location. These first-aid stations will be equipped to handle extreme dehydration, heat stroke, and all of the minor sport injuries we often experience, including; blisters, sprains, strains, stings, etc. We require our first aid staff to be licensed to administer intravenous fluids (typically EMT intermediate and above, or RN, PA, M.D., etc). We hire first aid workers (EMT intermediate or above), either through a medical staffing agency or directly through local hospitals or emergency service personnel.

In the event of a major medical emergency (i.e. any life threatening condition or injury that requires immediate medical attention) we instruct runners/volunteers to first call 911. The line of communication then follows: $911 \rightarrow \text{Race Director} \rightarrow \text{Senior Race Director} \rightarrow \text{Course}$ Manager for that section.

In addition to our own first aid services on the course, we list the local emergency rooms near the course, along with their address and phone number in the race packets.



E. Traffic impact/ traffic control

We anticipate 675 teams to register for this year's event. That means no more than 675 runners will be on the course at any given time. Teams will be provided with staggered start times, from 5AM to 1PM on Friday, April 1st. Because start times are spread over an 8-hour period and only 675 runners are on the course at any given time, there will never be a large group of runners at any one location. Typically the complete group of 675 individual runners will be spread out over 30-40 miles.

F. insurance

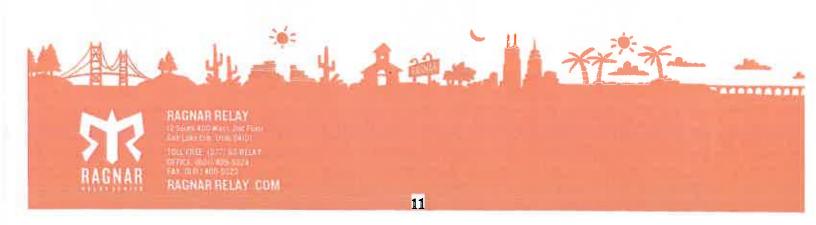
We are sanctioned under USA Track and Field. A Certificate of Insurance naming your city has been included with the application.

G. Signage plan

Along the course there will be course signs that communicate to the runners which direction to go, on what side of the road to run, which exchange they are at, etc. Directional signs are only placed at change of direction intersections. An example of such a sign can be seen in the picture below:



The signs are 42" High, 18" Wide, .25" Thick and are made of corrugated plastic. Each sign will be secured to a delineator post traffic cone.































RAGNAR RELAY

Thin All Will Confidence

The Co

DATE: 1/6/2016 CERTIFICATE OF INSURANCE **CERTIFICATE NUMBER: 20160106396222** AGENCY: THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RICHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. ESIX 3 LLC d/b/a Entertainment & Sports Insurance eXperts (ESIX) d/b/a Entertainment and Sports Insurance Agency (California) 2727 Pacie Ferry Road, Building Two, Suita 1500 Atlanta, GA 30339 678-324-3300 (Telephone) 678-324-5305 (Facalimile) INBURERS AFFORDING COVERAGE: NAMED INSURED: Philadelphia indemnity Ins. Co. Ragnar Events, LLC INSURER A: USA Track & Field, Inc. INSURER B: Philadelphia Indemnity Ins. Co. 132 East Washington Street, Suite 800 Indianapolis IN 46204 EVENT INFORMATION: Ragner Relay Sc Cel 2016 (4/1/2016 - 4/2/2016) POLICY/GOVERAGE INFORMATION: THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURENCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS: EXPIRES: POLICY NUMBER(S): EFFECTIVE: INS TYPE OF INSURANCE: GENERAL LIABILITY \$3,000,000 11/1/2016 11/1/2015 GENERAL AGGREGATE (Applies Per Event) PHPK1403938 12:01 AM Occurrence 12:01 AM \$1,000,000 EACH OCCURRENCE Participant Legal Liability DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000 EXCLUDED MEDICAL EXPENSE (Any one person) \$1,000,000 PERSONAL & ADV INJURY \$3,000,000 PRODUCTS-COMP/OP AGG UMBRELLA/EXCESS LIABILITY 11/1/2016 \$10,000,000 EACH OCCURRENCE PHUB517449 11/1/2015 12:01 AM Cocumence 12:01 AM \$10,000,000 AGGREGATE (Applies Per Event) DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS: Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award caremonies. The contificate holder is an additional insured as required by written contract or written agreement, but only for liability arising out of the negligence of the Named Insureds per the following endorsement: Additional Insured - Certificate Holders (Form PI-AM-002) The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 00 01). The General Lisblifty policy contains a bianket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CC 24 04). Excess policy follows form of underlying General Liability. NOTICE OF CANCELLATION: CERTIFICATE HOLDER: Should any of the above described policies be cancelled before the expiretion date thereo City of National City 1243 National City Blvd National City CA 91950 notice will be delivered in accordance with the policy provisions. AUTHORIZED REPRESENTATIVE: Mikiffei

CITY OF NATIONAL CITY NEIGHBORHOOD SERVICES DEPARTMENT APPLICATION FOR A TEMPORARY USE PERMIT RECOMMENDATIONS AND CONDITIONS

SPONSORING ORGANIZATION: Ragnar Events, LLC / Orange County Child

Abuse Prevention Center

EVENT: Ragnar Relay SoCal 2016 DATE OF EVENT: April 2, 2016

TIME OF EVENT: 9:00 am to 6:00 pm

APPROVALS:

DEVELOPMENT SERVICES	YES []	NO []	SEE CONDITIONS []
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES []	NO []	SEE CONDITIONS []
FINANCE	YES []	NO []	SEE CONDITIONS []
FIRE	YES []	NO []	SEE CONDITIONS []
COMMUNITY SERVICES	YES []	NO []	SEE CONDITIONS []
POLICE	YES [x]	NO []	SEE CONDITIONS [x]
CITY ATTORNEY	YES [x]	NO[]	SEE CONDITIONS [x]
	_		

CONDITIONS OF APPROVAL:

RISK MANAGER (619) 336-4370

- Provide a valid copy of the insurance certificate wherein the City of National City is a named insured.
- That the insurance policy provide a hold harmless and indemnification agreement which must have a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) that would cover the date of the event.
- That the insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not then insurance policy must be submitted to the Risk Management Department for review and approval prior to the issuance of the Temporary Use Permit.
- Provide an Additional Insured endorsement naming the City of National City, its
 officials, agents and employees as an additional insured
- The Certificate Holder must reflect:

City of National City

Risk Management Department

1243 National City Boulevard

National City, CA. 91950

 Name, address and contact information for the broker providing this insurance policy.

POLICE

The Police Department does not have any stipulations for this event. We will notify our on duty personnel prior to the event so they are aware and can monitor the route, and in the event an incident occurs in our City along the route or to a participant they have contact information for event organizers.

CITY ATTORNEY

Requires an indemnification and hold harmless agreement, and a policy of general liability insurance, with the City and its officials, employees, agents and volunteers as additional insureds, with amounts of coverage to be determined by the Risk Manager.

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit - The Campagnolo GranFondo San Diego sponsored by GranFondo Cycling Tours on April 10, 2016 from 7:15 a.m. to 5 p.m. with no waiver of fees. (Neighborhood Services)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: February 16, 2016 AGENDA ITEM NO.

ITEM TITLE:

Temporary Use Permit – The Campagnolo GranFondo San Diego sponsored by GranFondo Cycling Tours on April 10, 2016 from 7:15 a.m. to 5 p.m. with no waiver of fees.

PREPARED BY: Dionisia Trejo

PHONE: (619) 336-4255

FINANCIAL STATEMENT:

DEPARTMENT: Neighborhood Services Department

APPROVED:

APPROVED BY:

 $\mathcal{A}\mathcal{A}$

Finance

EXPLANATION:

This is a request from GranFondo Cycling Tours to conduct The Campagnolo GranFondo San Diego bike ride through San Diego County on April 10, 2016 from 7:15 a.m. to 5 p.m. The event starts in Little Italy, downtown San Diego and finishes at Ruocco Park. 1,500 participants are expected for this event. Three routes will be offered a 34 mile short course, 56 mile intermediate and 105 mile long course.

OUTBOUND - The course begins in Downtown San Diego under the Little Italy sign and proceeds around to Pacific Hwy and then south to Harbor Drive on which it stays until it exits San Diego. It enters National City at Civic Center Drive, turning right onto Civic Center and then following Tidelands Avenue until it turns left onto Bay Marina. It continues east on Bay Marina/Mile of Cars Way until it reaches National City Blvd where riders will turn right going southbound. Riders will continue southbound on NCB turning eastbound at E. 30th Street and proceeding east on 30th/Sweetwater Road until reaching Plaza Bonita Road. Riders will then ride southbound on Plaza Bonita Road leaving National City jurisdiction.

From its start in Little Italy, up to National City Blvd. and E. 30th Street, all intersections will be monitored by Hudson Safety Lite. This event has been approved by City Council for prior years with no waiver of fees.

ACCOUNT NO.	APPROVED:		MIS
City fee of \$237.00 for processing the Total fees are \$237.00	UP through various City departments	3.	
ENVIRONMENTAL REVIEW:			
ORDINANCE: INTRODUCTION:	FINAL ADOPTION:	-	
STAFF RECOMMENDATION:			.

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Application for a Temporary Use Permit with recommended approvals and conditions of approval.

Type of Event: Public Concert Parade Parade Motion Picture Fair Festival Community event Circus Blcycle Rid Block Party Other
Event Title: The Campagnolo GranFondo San Diego Event Location: Please see attached event guide Event Date(s): From 4/10/16 to 4/10/16 Actual Event Hours: 7:15 AM to 5:00 PM Total Anticipated Attendance: 1,500 (1,500 Participants Spectators) Setup/assembly/construction Date: 4/10/15 Start time: 7:00 AM
Setup/assembly/construction Date: Start time: Atvi Please describe the scope of your setup/assembly work (specific details):
Dismantle Date: 4/10 Completion Time: 5:00 PM
List any street(s) requiring closure as a result of this event. Include street name(s), day and time of closing and day and time of reopening. Please see attached information.
Sponsoring Organization: GranFondo Cycling Tours
Steven Galasso, President
Applicant (Name):
Address: 619 233-389 Evening Phone: 619 454-198
Contact Person "on site" day of the event: Wally Zediker Cellular: 720 201-3412
NOTE: THIS PERSON MUST BE IN ATTENDANCE FOR THE DURATION OF THE EVENT AND IMMEDIATELY AVAILABLE TO CITY OFFICIALS

Is your organization a "Tax Exempt, nonprofit" organization?	
Are admission, entry, vendor or participant fees required? YES NO	
If YES, please explain the purpose and provide amount(s): Fees depend on distances - \$99, \$85 and \$55. Klds ride for free	
\$ Estimated Gross Receipts including ticket, product and sponsorship sales from this event.	
\$ Estimated Expenses for this event.	
\$What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?	
	がある。
Please provide a DETAILED DESCRIPTION of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides or any other pertinent information about the event. Please see attached event guide.	
YES NO If the event involves the sale of cars, will the cars come exclusively from National City car dealers? If NO, list any additional dealers involved in the sale:	
YES NO Does the event involve the sale or use of alcoholic beverages? YES NO Will items or services be sold at the event? If yes, please describe:	

ត្តរភ	es the event involve a moving route of any kind along streets, sidewalks or hways? If YES, attach a detailed map of your proposed route indicate the action of travel, and provide a written narrative to explain your route.
YES NO Do	es the event involve a fixed venue site? If YES, attach a detailed site map owing all streets impacted by the event.
YES NO Do te	es the event involve the use of tents or canopies? If YES: Number of nt/canopies 4 Can Sizes 10x10 TE: A separate Fire Department permit is required for tents or canopies.
YES NO WI	I the event involve the use of the <u>City</u> or your stage or PA system?
in addition to the rou and set-up locations	te map required above, please attach a diagram showing the overall layout for the following items:
Food Concessi	Ionalcoholic Concession and/or Beer Garden areas. on and/or Food Preparation areas. Please describe how food will be served
If you intend GAS _	to cook food in the event area please specify the method:CHARCOALOTHER (Specify):
Number of porta	Permanent Tollet Facilities able toilets: (1 for every 250 people is required, unless the applicant can are facilities in the immediate area available to the public during the event)and Chairs #
Fencing, barrier Generator locati	s and/or barricades ons and/or source of electricity
Canopies or ten	t locations (include tent/canopy dimensions) , displays or enclosures
Scaffolding, bleat Vehicles and/or	ichers, platforms, stages, grandstands or related structures
Other related ev	ent components not covered above and dumpsters
event and m	nust properly dispose of waste and garbage throughout the term of your amediately upon conclusion of the event the area must be returned to a clean umber of trash cans: Trash containers with lids:
Describe your plan fo	or clean-up and removal of waste and garbage during and after the event:
•	

Please describe your procedures for both Crowd Control and Internal Security: This is not applicable for the cyclists and aid station. Road and lane closures
are handled by the traffic control company.
YES NO Have you hired any Professional Security organization to handle security arrangements for this event? If YES, please list:
Security Organization:
Security Organization Address:
Security Director (Name):Phone:
YES NO Is this a night event? If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators:
Please indicate what arrangement you have made for providing First Aid Staffing and Equipment. Please see event guide.
Please describe your Accessibility Plan for access at your event by individuals with disabilities: Not applicable.
Please provide a detailed description of your PARKING plan: Not applicable for cyclists. Staff will park in the streets.
Please describe your plan for DISABLED PARKING: Use existing disabled parking as required.
Please describe your plans to notify all residents, businesses and churches impacted by the
Will follow directions from the city to fulfill this request.
NOTE: Neighborhood residents must be notified 72 hours in advance when events are scheduled in the City parks.

	please state the number of stages, number of bands and type of music. of Stages: Number of Bands:
	Type of Music:
YES NO	O Will sound amplification be used? If YES, please indicate: AM Finish Time PM
	O Will sound checks be conducted prior to the event? If YES, please indic
	t time:PM Finish TimePM
	Please describe the sound equipment that will be used for your event:
YES	O Fireworks, rockets, or other pyrotechnics? If YES, please describe:

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit.

employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit.				
Organization GranFondo Cycling To				
Person in Charge of Activity	Zediker			
17897 Camino Del Roca Address				
720 201-3412 Telephone	April 10, 2016			
HOLD HARML	ESS AGREEMENT			
As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property darnage, or both, or any litigation and other liability, including attorney fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.				
Signature of Applicant Official Title Date				
Signature of Applicant Official Title Date	D 1 401 //			

For Office Use Only



Event Guide 2016 Campagnolo Granfondo San Diego

8nd Annual Event Produced by GranFondo Cycling Tours

Event Description

The Granfondo San Diego Granfondo is a fun bike ride through San Diego County. The event starts in Little Italy and finishes at Ruocco park. 1,500 participants are expected for 2016. The ride will be held on Sunday April 10, 2016. Riders must obey all rules of the road. Three routes will be offered a 34 mile short course, 56 mile intermediate and 105 mile long course.

Date: Sunday April 10, 2016

Participants: 1,500

Point of Contact

Ride Director	Tobias Panek	858-255-9709
Events Manager	Sarah Clinton	858-268-1250
Course Manager	Wally Zediker	720-201-3412

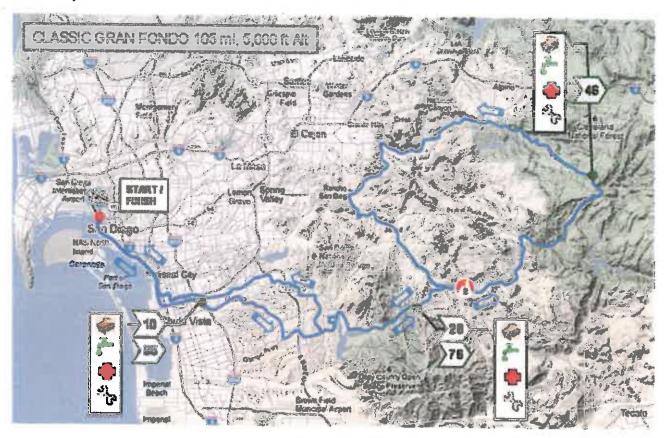


Course Route

Mile	Next Turn	18 mph	14 mak	10 mah	Total
0.0	0.2	7:15 AM	14 mph 7:15 AM	10 mph	Turn
0.2	0.1	7:15 AM	7:15 AM	7:15 AM	
0.3	1.0	7:16 AM	7:16 AM	7:16 AM	of the transfer of the transfe
1.3	4.7	7:19 AM	7:10 AM	7:16 AM	Turn left onto Pacific Hwy
6.0	0.2	7:35 AM	7:40 AM	7:22 AM	Turn left onto W Harbor Dr
6.2	0.6	7:35 AM	7:41 AM	7:51 AM 7:52 AM	Turn right onto Civic Center Dr
6.8	0.8	7:37 AM	7:44 AM		
7.6	0.4	7:40 AM	7:44 AM	8:00 AM	Turn left onto Bay Marina Dr
8.0	2.0	7:41 AM	7:49 AM	8:03 AM	
10.0	1.3	7:48 AM	7:57 AM	8:15 AM	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
11.3	1.9	7:52 AM	8:03 AM		
13.2	3.0	7:59 AM	2 9.45 to 1 agrants	8:22 AM	Turn left onto Bonita Rd
16.2	1.0	8:09 AM	8:11 AM 8:24 AM	8:34 AM	Turn right onto Otay Lakes Rd
17.2	3.3	8:12 AM	8:28 AM	8:52 AM	
20.7	0.7	8:24 AM	8:43 AM	8:58 AM	
21.4	6.6	8:26 AM	8:46 AM		Right onto Wueste
28.0	2.2	8:48 AM	9:15 AM	40.03 AM	Turn right onto Otay Lakes Rd
30.2	0.2	8:55 AM	9:15 AM	10:03 AM	Pio Pico [REST STOP]
30.4	7.7	8:56 AM	9:25 AM	10: 10 AIVI	Turn left onto CA-94
38.1	7.8	9:22 AM	9:58 AM	10.17 AW	Turn right onto Honey Springs Rd
45.9	7.0	9:48 AM	10:31 AM	11:03 AM	
52.9	4.8	10:11 AM	11:01 AM	11:50 AM	
57.7	3.2	10:27 AM	11:22 AM	1:01 PM	Slight left onto Dehesa Rd
60.9	4.2	10:38 AM	11:36 AM		Turn left to stay on Dehesa Rd
65.1	1.5	10:52 AM	11:54 AM	1:20 PM	Turn left onto Willow Glen Dr
66.6	7.3	10:57 AM		1:45 PM	
73.9	8.9	11:21 AM	the second of the second of the	1:54 PM	Turn left onto Campo Rd
32.8	0.7	11:51 AM	12:31 PM 1:09 PM	2:38 PM	Turn right onto Otay Lakes Rd [REST STOP]
33.5	1.2	11:53 AM		3:31 PM	The state of the s
33.3 34.7	1.0	11:57 AM	1:12 PM	3:36 PM	Turn right onto Hunte Pkwy
35.7	2.0	12:00 PM	1:18 PM	3:43 PM	Left onto Proctor Valley Rd
37.7	0.6	12:07 PM	1:22 PM	3:49 PM	Turn right onto Mountain Miguel Rd
38.3	1.5	and in the contract of the contract of	1:30 PM	4:01 PM	Right on Proctor Valley Rd
39.8	0.1	12:09 PM	1:33 PM	4:04 PM	Left onto San Miguel Rd
39.9	former of the state of the	12:14 PM	1:39 PM	4:13 PM	Right onto Central Ave
91.2	1.3	12:14 PM	1:40 PM	4:14 PM	Left onto Sweetwater Rd
92.6	1.4	12:19 PM	1:45 PM	4:22 PM	Right at Willow st, stay on Sweetwater rd
92.8	0.2	12:23 PM	1:51 PM	4:30 PM	Left onto Plaza Bonita Rd
	2.7	12:24 PM	1:52 PM	4:31 PM	Right onto bike path [REST STOP]
95.5	0.1	12:33 PM	2:04 PM	4:48 PM	Straigh to Tidlands
95.6	1.3	12:33 PM	2:04 PM	4:48 PM	Turn right onto Tidelands Ave
96.9	4.6	12:38 PM	2:10 PM	4:56 PM	Left onto East Harbor dr
01.5		12:53 PM	2:30 PM	5:24 PM	Left into Ruocco Park (just past PCH)



Course Map



Aid Stations

Three location will serve as five aid stations along the course. Olympic Training Center will be used both ways on course and the Bonita Plaza park located will serve as the first and last stop. Shampo residence will serve as an interim stop.

Parking Plan

All Parking is available on City streets. Staff parking will be reserved as follows.

#1 Reserve all 12 parking spaces in small lot north of Ruocco park along Harbor Dr.

No Parking
Saturday April 9, 2016
4:00 AM
To
Sunday April 10, 2016
8:00 PM



#2 Reserve all spaces in small lot East of Ruocco Park along Pacific Hwy

Meter numbers 7045 – 7062

No Parking
Friday April 8, 2016
2:00 PM
To
Sunday April 10, 2016
8:00 PM

#3 Reserve meter spaces 7012, 7013 and 7014

No Parking
Saturday April 9, 2016
4:00 AM
To
Sunday April 9, 2016
8:00 PM

Medical Plan

Rural/Metro Corporation - Ambulance Services will provide 1 BLS ambulance and will be stationed at the Olympic Training Center. A medical tent will be at the finish area staffed with at least 1 nurse or EMT. 4 Sag vehicle will be on course for non-emergency transportation.

Communications Plan

Radios will be ordered for all staff, key medical and key police personnel. Cell phones will be used as back-up communication.

Waste Removal Plan

Waste removal is contracted through Waste Management. Two 3 yard waste and three 3 yard recycling will be used in the venue. 10 cardboard trashcans will be located throughout the venue to dispose of trash. 10 Recycle cans will be located in the venue for recycling. 8 Existing toilets are available in the venue. 12 additional portable toilets will be provided.

Traffic Plan

Road closures will be required for the start of the city of San Diego.

Traffic posts: 2 CHP to control 94 and Campo Road Intersection. Traffic control services will be provided by Hudson Safety Lite.



Electrical

Two 2,000 watt generator will be used at the registration area and one 3,500 watt generator will be used for sound.

Advanced Notification Signs

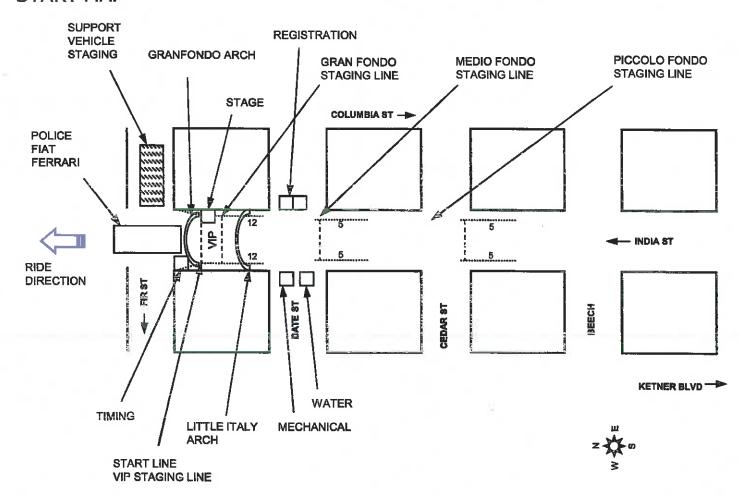
2 wk advanced notification

Little Italy and 94 and Campo RD both directions.

No Park

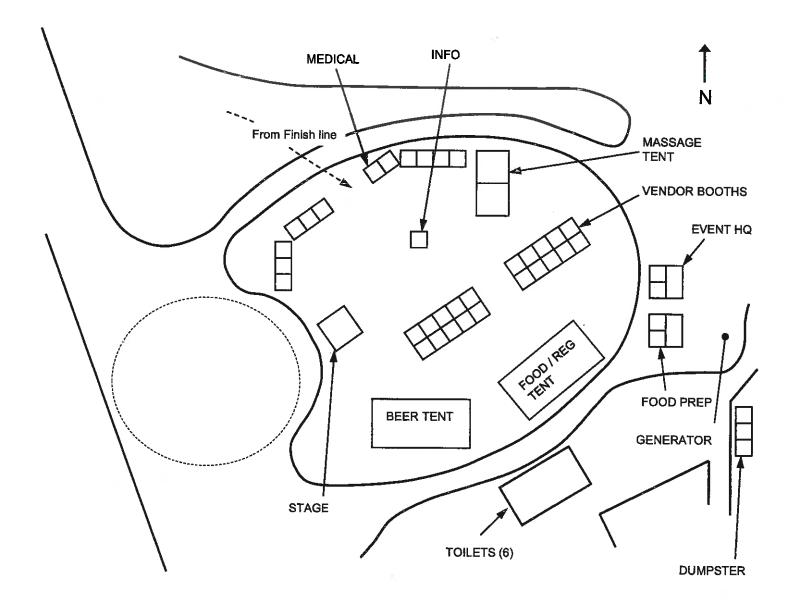
No park signs will be required at the start / finish area in the Little Italy area.

START MAP





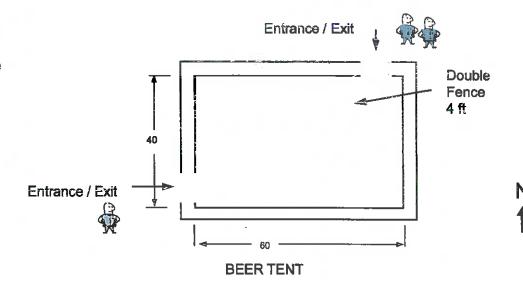
SITE MAP





BEER GARDEN

- 3 Private Security
- No Furniture
- Double wall fence
- 6 ft moat
- 12 oz beer glass size
- 2 drink max
- Certified pourer
- Participants and spectators allowed
- · No alcohol sales





TIME LINE

I TIATE FTIAT		
Friday - April	8	
	Mark Course	Mike/Keith
7:30 AM	Pick up 24 ft box, El Cajon	Darrell
	Load Expo truck	Tobias/RC/Steve/Darrell
	Load Catering trailer	Carrie, Derek
1:30 PM	Set-up expo	T/C /RC/Steve/Darrell
	Vendor tables, tents, medical	ki:
	Place Rafael's tents	
	Kitchen set-up	Derek/Vince
2:00 PM	Drops – Toilets, sink, waste tank	
5:00 PM	Security arrives	Elvis
Saturday - Ap		
6:00 AM	Expo set-up, close parking lots	Darrell/Paul/Larry/Steve Jr
	Set-up bike racks, finish line truss, place out	
	Fencing. Cone for safety	API - UZ. DI
7:30 AM	Mark Course	Mike/Keith
7:30 AM	Pick up 3 – 16 ft box trucks in El Cajon	Wally/RC/Steve
	Load rest stop trucks Drop trucks off at Ruocco park south lot	
10:00 AM	Registration Opens / Expo Opens	
10:00 AIII	registration opens / Expo opens	
12:00 PM	Start / Finish walk-through	Josh/Tobias
4:00 PM	EXPO closes	·
	Security arrives (4pm to 8am)	Elvis/Elvis Jr.
	Load registration and start line items	Josh / ALL
	Fill ice coolers	
6:30 PM	VIP dinner	T/C
Sunday - Apr	il 10	
1:00 AM	Streets barricaded & cars towed by Little Italy	Ramiro
3:00 AM	Finish line set-up, set out traffic control oquinment	Josh /BC/Stove /Dawrell /Baul
3.00 AM	Finish line set-up, set out traffic control equipment Fencing, truss	Josh/RC/Steve/Darrell/Paul
	Porto drop at start	Diamond
4:00 AM	Cal-events set-up stage, truss & sound	Rod +3
4:30 AM	Drop Start line registration items, water station	Josh/RC/Steve/Darrell/Paul
	Fencing, sponsor banner	South Not Steven Bulletin 1 dul
5:00 AM	Registration Opens (At the start line)	Sarah/Bobbie
	All rest stop trucks depart	Katie/Maureen/Randy
5:30 AM	Set-up start timing location	Tobias/Josh T.
6:00 AM	Starting grid opens	87
	Volunteers arrive	
	Position course marshals	Wally
6:15 AM	Position lead out vehicles	Tobias
	Position Follow vehicles	Wally
6:30 AM	All vehicles set	
	Music and announcing starts	
7:00 AM	Opening remarks, event rules, cautions	
-	Pull route barriers	



7:05 AM 7:08 AM	Campagnolo welcome CAF Thank-you	Tom Kattus Nico
7:10 AM 7:13 AM	National Anthem Start Ferraris	Joe Busalacchi
7:15 AM 7:30 AM	Ride Start Break down start Move timing point to Finish	ALL Josh/RC/Steve/Darrell/Paul Tobias
7:45 AM 8:30 AM	First rider arrives at Rest Stop 1 Bonita Plaza Set KOM Pt1 First rider arrives at Bost Stop 2 Bio Biog	Josh T / Steve Jr.
8:45 AM	First rider arrives at Rest Stop 2 Pio Pico Set KOM Pt 2 First rider finishes	Josh T
9:00 AM 9:30 AM	Open India Street First rider arrives at Rest Stop 3 Alpine	
10:30 AM 12:00 PM 12:30 PM 2:30 PM 3:30 PM 4:00 PM	Lunch and Beer Service Opens KOM timing closed Alpine Rest Stop 3 Closed Prize raffle Otay Lakes Rest Stop Closed Expo closes Food service closes	Josh T₊₃
	Pick-up expo, pack out tents, bike racks	RC/Steve/Darrell/Paul
5:00 PM	Plaza Bonita Rest Stop Closed Pack up kitchen	RC/Steve/Darrell/Paul
5:30 PM	Course Closes Beer garden closes Load out beer garden fence	RC/Steve/Darrell/Paul
6:00 PM 7:00 PM	Clear Harbor Dr Finish	RC/Steve/Darrell/Paul

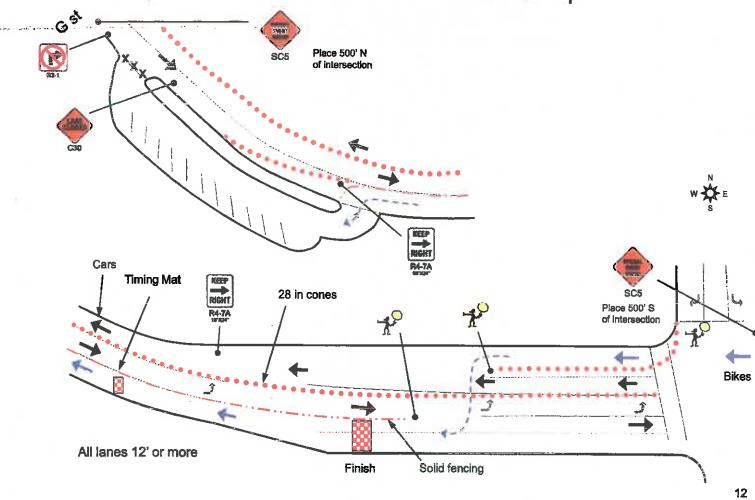


CITY TIMELINE

OUTBOUND		·
Location	Time	Miles
Start NB India under Little Italy sign North of Date St. Proceed NB to Hawthorne. [LANI CLOSURE]	7:15 am – Starting wave	0
LEFT onto WB Hawthorne. Proceed WB to PCH. [LANE CLOSURE]	7:16 am – First Riders 7:30 am – Last Riders	.2
LEFT from WB Hawthorne onto SB PCH. [LANE CLOSURE]	7:17 am – First Riders 7:30 am – Last Riders	.4
LEFT from SB PCH onto SB#2 W. Harbor Dr. [LANE CLOSURE]	7:19 am – First Riders 7:35 am – Last Riders	1.3
HARBOR & Convention Center [LANE CLOSURE]	7:20 am – First Riders 7:40 am – Last Riders	2.0
HARBOR & Cesar Chavez {LANE CLOSURE]	7:25 am – First Riders 7:50 am – Last Riders	3.7
RIGHT from HARBOR onto CIVIC CENTER DR. [LANE CLOSURE]	7:31 am – First Riders 8:00 am – Last Riders	6.0
INBOUND		
Location	Time	Miles
LEFT from EB Civic Center Dr. onto NB Harbor Dr. (re-entering San Diego)	10:15 am – First Riders 4:30 pm – Last Riders	0
Left into Ruocco Park (just past PCH)	10:25 am – First Riders 4:50 pm – Last Riders	4.7



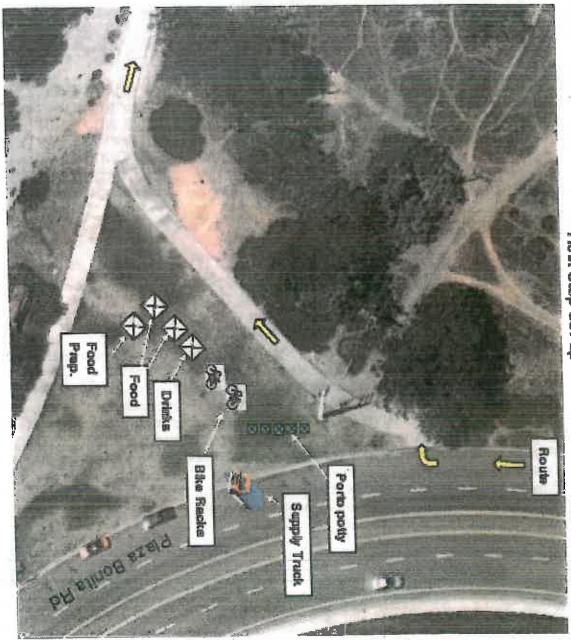
Harbor Dr Finish Line Set-up





ROUTE MAP DETAILS





Bonita Plaza Rest Stop Seirup

CITY OF NATIONAL CITY NEIGHBORHOOD SERVICES DEPARTMENT APPLICATION FOR A TEMPORARY USE PERMIT RECOMMENDATIONS AND CONDITIONS

SPONSORING ORGANIZATION: GranFondo Cycling Tours

EVENT: The Campagnolo GranFondo San Diego

DATE OF EVENT: April 10, 2016 TIME OF EVENT: 7:15am to 5pm

<u>APPROVALS:</u>			
DEVELOPMENT SERVICES	YES []	1 1 ON	SEE CONDITIONS []
RISK MANAGER	YES [x]	ііои	SEE CONDITIONS [x]
PUBLIC WORKS	YES []	NOįj	SEE CONDITIONS []
FINANCE	YES [x]	NO []	SEE CONDITIONS [X]
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	YES [x]	NO []	SEE CONDITIONS IXI

CONDITIONS OF APPROVAL:

CITY ATTORNEY

RISK MANAGER (619) 336-4370

• Provide a valid copy of the insurance certificate wherein the City of National City is a named insured.

YES [x] NO []

SEE CONDITIONS [x]

- That the insurance policy provide a hold harmless and indemnification agreement which
 must have a combined single limit of no less than \$1,000,000.00 (ONE MILLION
 DOLLARS) that would cover the date of the event.
- That the insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not then insurance policy must be submitted to the Risk Management Department for review and approval prior to the issuance of the Temporary Use Permit.
- Provide an Additional Insured endorsement naming the City of National City, its officials, agents and employees as an additional insured
- The Certificate Holder must reflect: City of National City
 Risk Management Department
 1243 National City Boulevard
 National City, CA, 91950
- Name, address and contact information for the broker providing this insurance policy.

FINANCE

GranFondo Cycling Tours will need to apply for a business license. They are non-profit and therefore will not need to pay. They just need to complete the attached application and submit it with "proof of non-profit status".

No fees for this event

Stipulations required by the Fire Department for this event are as follows:

- 1) Maintain Fire Department access at all times. Emergency services access shall be given to all emergency apparatus upon approach
- 2) Access for Fire Department shall be maintained at all times. At no time shall fire lanes, fire hydrants, fire protection systems of all types etc. be obstructed at any time. A minimum of 20 feet wide shall be maintained for the use of fire lanes
- 3) First Aid will be provided by organization.

POLICE

The police department does not have any stipulations for this event. We will notify our Personnel who will be on duty during the event so they can monitor the bike route through our City and if called to respond to an incident in our City regarding the event or participants they will be aware of the event route, details and contacts.

CITY ATTORNEY

Requires an indemnification and hold harmless agreement, and a policy of general liability insurance, with the City and its officials, employees, agents and volunteers as additional insureds, with amounts of coverage to be determined by the Risk Manager.

The following page(s) contain the backup material for Agenda Item: Seeking City Council direction and request authorization to begin negotiating terms with Southwestern College for a National City Aquatic Center Operating Agreement. (Community Services)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

February 16, 2016	AGENDA ITEM NO.
ITEM TITLE: Seeking City Council direction and request author College for a National City Aquatic Center Opera	rization to begin negotiating terms with Southwestern ting Agreement. (Community Services)
PREPARED BY: Audrey Denham PHONE: 619-336-4243 EXPLANATION: See attached staff report.	DEPARTMENT: Community Development APPROVED BY:
FINANCIAL STATEMENT: ACCOUNT NO.	APPROVED: Finance APPROVED: MIS
ENVIRONMENTAL REVIEW:	
	ADOPTION:
STAFF RECOMMENDATION: Authorize City staff to begin negotiating terms wi Aquatic Center (NCAC) Operating Agreement to BOARD / COMMISSION RECOMMENDATION:	th Southwestern College (SWC) for a National City be brought back to City Council for approval in May.
ATTACHMENTS:	
Staff Report	

Staff Report

Seeking City Council direction and request authorization to begin negotiating terms with Southwestern College for a National City Aquatic Center Operating Agreement.

Background

In 2004, it became a community goal to offer a public facility providing access to the waterfront. The City of National City and San Diego Unified Port District (the Port) have been working closely together to realize this community goal. A 4,700 square foot National City Aquatic Center (NCAC) in Pepper Park is nearing completion.

On March 12, 2015 the City of National City advertised and distributed an RFP for qualified operators to be the onsite provider of aquatic programming at the NCAC. The City was seeking an operator with the ability to offer a variety of recreational aquatic, safety and environmental programs, develop multiple partnerships to create maximum access and use of the facility, and create programs with focus on community benefits and National City residents. On March 26, 2015 staff conducted a tour of the NCAC; representatives from the YMCA, Southwestern College (SWC), Pier 32 Marina and Kids on the Go were in attendance.

On April 16, 2015 staff along with Parks, Recreation and Senior Advisory Board committee chair, James Grier, interviewed the sole RFP responder, Pier 32 Marina. On May 19, 2015 City Council authorized staff to begin negotiating terms of a NCAC Maintenance and Operating Agreement with Pier 32 Marina. In June 2015, Pier 32 Marina ceased negotiations with the City due to the financial uncertainty of operating the NCAC, based on the challenges of receiving public funds through a for-profit enterprise to subsidize the operation. The Pier 32 Marina proposal included SWC as a partner, which has a non-profit status and experience operating similar facilities. SWC has expressed interest in contracting with the City to be the operator of the NCAC.

SWC

SWC operates the Crown Cove Aquatic Center (CCAC), an off-campus center of SWC. A wide range of educational and recreational aquatic activities are offered at the CCAC to the surrounding communities. The primary focus is to promote safe boating education and instruction through broad-based programs. CCAC has an established and growing program serving both college students and the community. Current CCAC community partners include South Bay cities, California State Parks, Living Coast Discovery Center, the YMCA, the American Heart Association and Tijuana Estuary. Educational partners include Sweetwater Unified School District, National School District, and other South Bay school districts.

Agreement Proposal with SWC

City staff propose negotiating an Operating Agreement with SWC for an initial term of one year and the City would fully subsidize the operation of the NCAC, which SWC estimates at \$200,000. All parties would work diligently to identify alternative funding sources that would lessen the City's obligation. During the first year, SWC would perform a feasibility study to assure future manageability and financial solvency for SWC. Following the first year of operation the City and SWC would mutually agree to extend the Operating Agreement for an additional term with a reduction of \$50,000 in the public subsidy. Each subsequent year the City would reduce the public subsidy another \$50,000 until year 5 when SWC would be able to financially support all NCAC operations. The \$200,000 subsidy does not account for revenue collected for programs offered at the NCAC; such revenues would reduce the public subsidy.

Operating Year	City Subsidy (to be offset by other
	revenues and public funds)
FY17	\$200,000
FY18	\$150,000
FY19	\$100,000
FY20	\$50,000
FY21	\$0

Direct Ongoing City Costs and Capital Investment

The City would be responsible for providing and paying for utility services, including gas, water, electricity, trash, sewer and telephone. These costs are estimated at approximately \$10,000 annually. Potential additional costs include landscape maintenance, facility maintenance and janitorial. Options to cover these costs would be to solicit the support of the Port to provide these services or perform them in house which would require an analysis of current staffing and workloads.

The City would also invest in necessary capital and recreation equipment for the operation of the NCAC, which is approximately \$110,000. This includes watercraft, lifejackets, safety equipment, equipment storage systems, office furniture and equipment, tables and chairs, audiovisual equipment and promotional materials. All capital and recreation equipment would belong to the City and remain at the NCAC.

The annual cost of utilities and onetime costs of capital and recreation equipment would be incurred regardless if the operator is SWC or the City.

Potential Revenue Streams

There are a number of grants that the City and SWC can apply for that would reduce operating and capital investment costs. The City has applied for a \$60,000 grant from the Port's Tidelands Activation Program which would allow SWC to host monthly open houses for the community and support operations. The City and SWC may also apply for the Port's Environmental Fund to support additional programs. There are also boating and waterway grants available for purchasing capital and recreational equipment.

The City and SWC plan to partner with the Port to market and rent the classroom space at the NCAC for corporate meetings/trainings, private functions such as weddings, and special events held at Pepper Park. In addition, there is a small office separated from the main office that could be rented. SWC is also considering renting the facility to other users that are looking for a space to host recreational aquatic, safety and environmental programs.

Next Steps

SWC will seek direction from their Governing Board in March. The City and SWC would then begin negotiations for an NCAC Operating Agreement. Staff would bring back an Operating Agreement for City Council approval in spring 2016. The agreement would then need to be approved by the Board of Port Commissioners in June 2016.

Staff Recommendation

Authorize City staff to begin negotiating terms with Southwestern College (SWC) for a National City Aquatic Center (NCAC) Operating Agreement to be brought back to City Council for approval in spring 2016.

The following page(s) contain the backup material for Agenda Item: Proposal from the Miss National City Alumni to produce and manage Miss National City Pageant. (Community Services)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: AGENDA ITEM NO. February 16, 2016

•	al from the Miss National City Alumni to produce ar unity Services)	nd manage Miss N	ational City Pageant.	
PREPARED BY: PHONE: 619-336 EXPLANATION: See attached sta		DEPARTMENT: APPROVED BY:	Community Service	es
FINANCIAL STATACCOUNT NO.	TEMENT:	APPROVED:		Finance MIS
ENVIRONMENTA N/A	AL REVIEW:			
ORDINANCE: II	NTRODUCTION: FINAL ADOPTION:			
STAFF RECOMM	MENDATION:			
See attached State	ff Recommendation			
BOARD / COMM N/A	ISSION RECOMMENDATION:			
ATTACHMENTS: 1. Staff Repo				

- Pageants in San Diego Region
 Miss National City Planning Calendar 2016
 Miss National City Alumni Pageant Proposal

Staff Report

The City of National City ("City") was recently approached by Miss National City Alumni ("Alumni") representatives Marla Ledgerwood Mink-Green and Shelley Samudio with a proposal to produce and manage the Miss National City Pageant, beginning this year. The purpose of this staff report is to seek City Council direction on management options for the Miss National City Pageant, which include:

- 1. Alumni and City enter into an agreement for management of the Pageant; City staff to manage the 2016 Pageant with Alumni acting as volunteers while an agreement is being negotiated. This option would allow time for the Alumni to obtain a non-profit status or partner with a non-profit organization.
- 2. City transfer Pageant to the Alumni and consider City co-sponsorship of the pageant. City to manage the 2016 Pageant with Alumni acting as volunteers while the City and Alumni work on full transfer of the event in advance of the 2017 Pageant. This option would allow time for the Alumni to obtain a non-profit status or partner with a non-profit organization.
- 3. City continue to manage Pageant and the Alumni assist in a volunteer capacity until such time as Pageant is transferred to another organization.
- 4. City continues to solely manage Pageant.

Please note the options are discussed in greater detail later in the report.

History & Background

Rich in history and social significance, the Miss National City Pageant has maintained a local tradition for over six decades, encouraging young women to achieve their personal and professional goals. Based on existing documentation, staff has done its best to recreate the chronology of the Pageant's history.

- 1955 to 1971: National City Chamber of Commerce managed Pageant.
- 1972 to 1978: National City Junior Chamber of Commerce, also known as the Jaycee's managed Pageant.
- 1979 to 1985: Sweetwater Kiwanis Club managed Pageant.
- 1986 to 2002: Alumni managed Pageant (National City Chamber of Commerce may have assumed a role in pageant for a portion of this time).
- 2002: Del Mar Fairgrounds, 22nd District Agricultural Association/Fairest of the Fair, filed fictitious business name for "Miss National City".
- 2003: Del Mar Fairgrounds, 22nd District Agricultural Association/Fairest of the Fair formally abandoned "Miss National City" name in response to City's request.

- 2003 to 2006: City Council approved five member volunteer committee to manage Pageant, including Alumni and 22nd District Agriculture Association.
- 2007 to 2009: National City Host Lions Club managed Pageant.
- 2010 to present: City assumed interim responsibility for Pageant.

When assuming the Pageant in 2010, the City's intent was to do so on an interim basis until a viable entity was identified. Based on the results of recent phone survey of cities in the County, from those that responded, it appears there are no cities that currently manage their Pageants, and that separate organizations manage and host all aspects of the Pageants. (Attachment A)

Pageants require a great deal of planning, outreach, marketing and coordination. National City's Pageant is no different. While the Community Services Department is responsible for the majority of the coordination, several other departments assist. (Attachment B summarizes the responsibilities associated with the Pageant.). Since the Pageant's inception, the City has contributed a nominal amount towards the event and currently provides funding in the amount of \$1,450 annually.

Key Points of the Miss National City Alumni Proposal (Attachment C)

Alumni to be responsible for:

- Manage budget and purchasing process (decorations, trophies, flowers, sashes, crowns, etc.).
- Fundraising and solicitation of donations.
- Contestant agreements and rules & regulations.
- Judges and scoring.
- Pageant theme, emcees, choreography, coaching, rehearsals and mentoring.

City to be responsible for:

- Financial support.
- Required Insurance.
- Equipment (stage, tables and chairs).
- Production equipment (sound and lighting).
- Support staff for setup and cleanup.
- Security.
- Fee waiver.
- Marketing assistance.

As noted above, the Alumni's proposal seeks to create a partnership between the Alumni and the City in the organization and management of the Pageant. The current proposal is unlike other agreements the City has entered into with other volunteers, consultants or organizations. The proposal seeks to act as the City's agent without the typical provisions required by the City.

Discussion Points:

- Insurance. The Alumni proposes that they be covered under the City's insurance. This is inconsistent with City policy and practice. Generally, when a consultant or organization contracts with the City (acting as our agent), that consultant or organization is required to have Workers' Compensation insurance, Commercial General Liability insurance and defend, indemnify, and hold the City harmless, free from liability for any injury related to its work. The reason for such requirement is so that should a claim or lawsuit arise based on the consultant or organization's work on our behalf, the risk is shifted to the consultant or organization to be financially responsible for the damage and the costs of defense. In the absence of a hold harmless, defense, and indemnity provision, should an agent of the City cause damage to a third party, the City can be held liable for the agent's acts.
- Use of Public Funds. The Alumni proposes City funding. As with any use of
 public funds they must be used to fulfill a public purpose. The City has used its
 funds to operate Miss National City as an educational pageant in furtherance of
 the public purpose of providing National City youth an opportunity to continue
 advancing their education.
- Fundraising and solicitation of donations. The Alumni proposes they be permitted
 to solicit donations and sponsorships acting as agents of the City. Without an
 agreement in place, the City cannot guarantee the appropriate solicitation,
 documentation and use of donations and sponsorship funds. The Alumni could
 form a non-profit charitable organization, which would enable them to
 independently solicit donations. As a charitable non-profit organization, the
 Alumni would have independent accountability requirements.
- Legal Documents. The Alumni proposes creating and distributing contestant applications and agreements that would legally bind the City. The applications and agreements proposed by the Alumni must satisfy legal requirements. When the City works with consultants or organizations who are acting as agents for the City, the agents are responsible for the legal review of their documents.

- Disagreements. Typically, disagreements with City partners are governed by a
 formal agreement between the two parties. Without an agreement in place, the
 expectations and responsibilities of the parties may be unclear and could lead to
 misunderstanding without a resolution process in place.
- Miss National City Alumni Group. It is unclear who the Alumni group represents
 and how many past Miss National City winners are interested in assuming
 responsibility of the pageant or participating in the planning and execution of the
 Pageant.

Options for Management of the Miss National City Pageant

Should the City Council desire to consider the Alumni proposal, staff has determined various options that allow the Miss National City Alumni to either be involved in or manage the Pageant in accordance with City Council and Administrative Policies, and in protection of the City's interests.

• *Option 1:*

- A: Volunteers. Alumni could become City volunteers. The process to become a volunteer is simple and volunteers can be processed and approved in approximately two weeks. Potential volunteers complete an application and undergo a background check; volunteers are not permitted to begin volunteering until they have cleared their background check (Administrative Policy 04.09, Volunteers and Unpaid Interns). City volunteers are covered under the City's Workers' Compensation and liability insurance policies¹. Volunteers receive necessary training depending on their position and are supervised. The skills and talents of the Alumni could supplement the Pageant; however, to protect the City from legal exposure, decisions related to use of public funds, supervision or oversight of the participants, and legal matters should be made by City staff.
- B: Consultant or Operating Agreement. Alumni could enter into an agreement with the City to operate the pageant. Agreement terms would be negotiated by both parties and approved by City Council. Standard provisions of operating agreements include a defense, indemnity and hold harmless provision, as well as adequate insurance coverage requirements. The Alumni would need to formalize their organization and obtain the appropriate insurances and certifications as previously noted.

-

¹ The City is self-insured up to the first \$250,000 for liability claims.

One way to accomplish this would be to become a non-profit organization. With this option, the Alumni would be able to have a larger role in managing the Pageant. Through an approved operating agreement, the Alumni would be able to act as agents on the City's behalf and ensure the City's interests are protected.

Option 2: Complete Transfer of Pageant. The Alumni would assume full responsibility of the Pageant, including planning and oversight. As with any organization, the Alumni would submit a Temporary Use Permit (TUP) Application for City Council approval. The organization would be responsible for all applicable fees associated with the TUP and City services. The City Council has the discretion to co-sponsor the event with fee waivers limited to \$1,000 per day, consistent with City Council Policy 804. Under this option, the Alumni would execute a hold harmless provision and obtain insurance naming the City as an additional insured as required through the TUP process.

Council Consideration

Staff is seeking direction on management options for the Miss National City Pageant and recommends approving one of the following options:

- 1. Alumni and City enter into an agreement for management of the Pageant; City staff to manage the 2016 Pageant with Alumni acting as volunteers while an agreement is being negotiated. This option would allow time for the Alumni to obtain a non-profit status or partner with a non-profit organization.
- 2. City transfer Pageant to the Alumni and consider City co-sponsorship of the pageant. City to manage the 2016 Pageant with Alumni acting as volunteers while the City and Alumni work on full transfer of the event in advance of the 2017 Pageant. This option would allow time for the Alumni to obtain a non-profit status or partner with a non-profit organization.
- 3. City continue to manage Pageant and the Alumni assist in a volunteer capacity until such time as Pageant is transferred to another organization.
- 4. City continues to solely manage Pageant.

Staff Recommendation

City looks forward to ultimately transferring the Miss National City Pageant to the Alumni or another organization. Given that the 2016 Pageant is less than five months away, Staff recommends the Alumni participate in this year's Pageant as volunteers. During this time, the City and the Alumni can assess the relationship and return to the City Council in Fall 2016 with a plan for the 2017 season that could include a continued joint relationship or the Alumni assuming complete responsibility.

Should the City Council desire to engage the Alumni as a consultant or transfer the Pageant to said group for the 2016 Pageant season, the City Council would need to approve an agreement or transfer of the Pageant no later than the March 1, 2016 City Council meeting. This ensures enough time for the Alumni to submit a TUP for Council review and approval.

Pageants in the San Diego Region

Based on the results of recent phone survey of cities in the County, from those that responded, it appears there are no cities that currently manage their Pageants, and that separate organizations manage and host all aspects of the Pageants.

- City of Carlsbad The pageant is managed by the Lions Club of Carlsbad and there is no City involvement. The Miss Carlsbad Court consists of a Miss Carlsbad, three Miss Carlsbad Princesses, a Miss Teen Carlsbad and three Miss Teen Carlsbad Princesses.
- City of Coronado The pageant is independently managed and the City awards a grant to the Pageant. The Miss Coronado Court consists of a Miss Coronado, a Miss Teen Coronado, a Miss Pre-Teen Queen and a Miss Petite Queen.
- City of Oceanside The pageant is managed by the Oceanside Sea Lions Club and there is no City involvement. The Miss Oceanside Court consists of a Miss Oceanside, three Miss Oceanside Princesses, a Miss Teen Oceanside and three Miss Teen Oceanside Princesses.
- City of Vista The pageant is independently managed by two past Miss Vista winners who partner with Vista Village Business Association, utilizing the Association's non-profit status. The Miss Vista group plans on receiving nonprofit status this year. There is no City involvement in the pageant. The Miss Vista Court consists of a Miss Vista, four Miss Vista Princesses, a Miss Teen Vista, four Miss Teen Princesses, a Mr. Vista and three Mr. Vista Princes.
- City of Poway The pageant is managed and sponsored by the Kiwanis of Poway and there is no City involvement. The Miss Poway Court consists of a Miss Poway, two Miss Poway Princess, a Miss Teen Poway, and two Teen Poway Princesses.
- Additional Regional Pageants The Council for Youth Empowerment is a non-profit organization that manages multiple scholarship pageants in the San Diego region including Miss North County Regional, Miss North Coast, Miss Alpine, Miss Mountain Empire, Miss San Diego East County, Miss South Bay and Miss Eastlake.

Miss National City Pageant Planning Calendar 2016

Task	Month	
Confirm approved budget amount and estimate Pageant costs	February	
Review and approval of Miss NC Pageant Application by City Attorney	February	
and City Manager	-	
Update Miss National City Pageant flyer/application for distribution	Mid- February	
Attend local service club meetings to solicit sponsors	Mid- February	
Solicit Miss NC participants through Sweetwater High School	March-mid-May	
Videotape for SUHI news		
Presentations for Cheerleading Squad and Advanced Dance		
Multiple onsite visits during lunch and afterschool to connect with		
students		
Additional advertising at:	March to mid-May	
National City Southwestern College		
National City Library		
Boys & Girls Club		
National City Offices and Recreation Centers		
Chamber of Commerce		
Coordinate social media and online posts for Facebook, Twitter and City's Website	March to mid-May	
Review and approval of Miss NC Pageant Agreement by City Attorney	Mid-April	
and City Manager	Ινιια-Αριτι	
Submit facility use application to use MLK for pageant practices	Mid-April	
Deadline for submitting applications	May 12	
Prepare orientation documents	May 18	
Orientation with applicants (distribute Miss NC Pageant Agreement)	May 19	
Select appropriate pageant music and confirm licensing has been paid	Way 10	
Attend Neighborhood Council meeting to solicit participant	March	
Invite and confirm Judges and tabulator	March	
Invite and confirm emcees	March	
Invite and confirm Police and Firefighters escorts for evening gown	March	
competition		
Attend first 4 th of July Carnival TUP meeting	April	
Select appropriate pageant music and confirm licensing has been paid	Mid-May	
Create pageant opening routine and sequence of competition	Mid-May	
segments		
Schedule guest speakers during practices	Mid-May	
Schedule Pageant interviews with judges	Mid-May	
, ,		
Pageant practice 1 (Miss NC Pageant Agreement due)	May 31	
Pageant practice 2 (guest speaker: pageant advice)	June 2	
	June 2	
Select and order crowns, flowers and sashes	June 6	
Pageant practice 3	June 7	
Pageant practice 4 (guest speaker: overview of City developments)	June 9	
Invite dignitaries & special guests	June 9	

Participant biographies due Introduce Miss National City participants at Neighborhood Council meeting Create stage layout and determine equipment needs Determine and order decoration for stage June 13 Determine and order decoration for stage June 13 Photo session for current Miss NC & Court & participants June 14 Pageant practice 5 (guest speaker: pageant advice) Begin researching and developing interview questions and impromptu questions to ensure questions from past years are not used Create Pageant program June 16 Pageant practice 6 Attend second 4th of July Carnival TUP meeting to confirm equipment needs Attend local service club meetings to invite members to Pageant Prepare Judges binders: coversheet with scoring guidelines, interview questions, and scoring sheets for interview, business attire, evening gown and impromptu question Prepare Tabulator binder Email program to vendor for printing Pageant practice 7 (guest speaker: interview skills, appropriate attire, etc.) June 20 Pageant practice 8 Pageant practice 8 Pageant practice 9 June 23 Pageant practice 9 Meet Public Works at stage to ensure proper setup Dress rehearsal with all participants & emcees at the 4th of July Carnival stage Introduction of participants at 4th of July Carnival stage one day prior to Pageant Miss National City Pageant Miss National City & Court perform volunteer work and do appearances for the remaining 4th of July Carnival dates Presentation of Miss NC & Court at local service club meetings Schedule monthly meetings with Miss NC & Court for July through June Presentation of Miss National City & Court at City Council meeting Meet with Chamber President to review Chamber events and expectations from Miss NC & Court at all 3 Neighborhood Council meetings Meet with Chamber President to review Chamber events and expectations from Miss NC & Court to special events throughout the City August-June		
Create stage layout and determine equipment needs Determine and order decoration for stage Photo session for current Miss NC & Court & participants June 13 Photo session for current Miss NC & Court & participants June 14 Pageant practice 5 (guest speaker: pageant advice) Begin researching and developing interview questions and impromptu questions to ensure questions from past years are not used Create Pageant program June 16 Pageant practice 6 Attend second 4th of July Carnival TUP meeting to confirm equipment needs Attend local service club meetings to invite members to Pageant Prepare Judges binders: coversheet with scoring guidelines, interview questions, and scoring sheets for interview, business attire, evening gown and impromptu question Prepare Tabulator binder Email program to vendor for printing Pageant practice 7 (guest speaker: interview skills, appropriate attire, etc.) Write script for pageant emcees June 23 Pageant practice 8 June 23 Pageant practice 9 Weet Public Works at stage to ensure proper setup Dress rehearsal with all participants & emcees at the 4th of July Carnival stage Introduction of participants at 4th of July Carnival stage one day prior to Pageant Miss National City Pageant Miss National City & Court perform volunteer work and do appearances for the remaining 4th of July Carnival dates Presentation of Miss NC & Court at local service club meetings Presentation of Miss National City & Court at all 3 Neighborhood Council meetings Meet With Chamber President to review Chamber events and expectations from Miss NC & Court during events		June 9
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expectations from Miss NC & Court during events		
	Meet with Chamber President to review Chamber events and	August
Invite Miss NC & Court to special events throughout the City August-June		
	Invite Miss NC & Court to special events throughout the City	August-June

City of National City

Miss National City Pageant

PROPOSAL

We, Miss National City Alumni (hereafter to be referred to as The Alumni)*, propose to produce the Miss National City Pageant on BEHALF of the City of National City (hereafter to be referred to as The City), as VOLUNTEERS, for this City sponsored event:

The City to be responsible for the following:

The venue (to be mutually agreed upon by both parties)

An Allotment (to be determined by the City)

Any required insurances

Custodial staff

Placing application and rules & regulations to enter the pageant on The City's website

Advertising (on the City's website) and permission for additional signage through out the City, i.e. signs and posters.

Set up (providing tables, chairs, stage, sound, lighting and technical equipment)

Security (if needed)

Fee waivers

The Alumni to be responsible for the following: Staging decorations, layout, and diagrams. Theme Program Book Master of Ceremony Judges Auditors (the night of the pageant for tabulating scores) A full accounting of all monies spent Fundraising for additional funds needed Scoring System Validating contestants eligibility Contestant Agreement Drafting rules and regulations to be signed by all contestants Photographer Obtaining donated prizes/gifts for contestants and winner Trophies/flowers/sashes/crowns Rehearsals Mentoring and training for the new Miss National City, including: Overseeing and managing the reigning queens public appearances Providing guidance regarding conduct and appearance/attire

when representing the City at events.

Training to include public speaking, comportment, etiquette,

and modeling to excel at overall presentation at all times.

Our intent is to keep in place all current sponsorships and partnerships, including the scholarship sponsor, The National City Host Lions Club, and actively pursue additional sponsorships.

In addition, we intend to provide a pageant worthy of The City that is irrefutable and above reproach, maintaining a high standard as expected by the contestants and citizens of National City.

The Alumni is unique in the fact that we are preservationists of the pageant's history and its former titleholders. We wish to instill and pass the knowledge of the pageant's history on to our future titleholders. This is very important to our group and to our city as well.

The Alumni consists of woman of all ages, who have competed and won the Miss National City title and as such, are familiar with the demands of the position. The expertise and experience we have to offer will not only assist the current Miss National City to perform her duties to the best of her ability but also guide her in providing the City with a Queen to be proud of. For over 30 years, (1980 - 2003), the Alumni served as the operators of the Miss National City Pageant. Among our alumni we have several educators, business women, flight attendants, a councilwoman, among other types of business professionals and of utmost importance, one of who has decades of experience in directing, coaching, producing and judging pageants. It is our wish to share this experience and wisdom to make the Miss National City Pageant one of the most desired and sought after pageants to the young ladies of our community and bring awareness of the great city of National City.

^{*}Miss National City Alumni consists of any and all former Miss National City's that choose to participate.

The following page(s) contain the backup material for Agenda Item: PRESENTATION: 2015 Legislative Update (City Attorney)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE:	February 16, 2016	AGE	NDA ITEM NO.
ITEM TITLE: PRESENTATION	l: 2015 Legislative Update		
PREPARED BY:	Claudia Gacitua Silva	DEPARTMENT: City	Attorney
PHONE:	Ext. 4222	APPROVED BY:	
EXPLANATION:		LC C	X
The City Attorney cities.	will provide a PowerPoint preser	ntation highlighting new laws affect	ing California
FINANCIAL STAT	EMENT:	APPROVED:	Finance
ACCOUNT NO. N/A		APPROVED:	MIS
ENVIRONMENTAI N/A	_ REVIEW:		
ORDINANCE: IN	TRODUCTION: FINAL ADD	OPTION:	
STAFF RECOMMI	ENDATION:		
Accept and file.			
	SSION RECOMMENDATION:		
N/A			
ATTACHMENTS:			
PowerPoint Pres	entation		